

Sweetgrass First Nation Treaty 6 Benefits Specific Claim Information Package

To Sweetgrass First Nation Members:

Purpose of this Information Package:

The purpose of this document is to provide Sweetgrass First Nation Members with the information that you need to feel comfortable with accepting the Sweetgrass First Nation Treaty 6 Benefits Settlement Agreement (“Settlement Agreement”) and the Sweetgrass First Nation Legacy Trust (the “Sweetgrass Legacy Trust” or the “Trust Agreement”) that have been negotiated and agreed upon by Leadership.

The Sweetgrass Chief and Council recommend that you:

1. review this document,
2. read the Settlement Agreement and Trust Agreement, and
3. participate in the Information Meetings scheduled in Edmonton, Saskatoon, and Sweetgrass, and/or online.

Please note that the Information Package, including the Settlement Agreement and Trust Agreement are meant to be viewed by Sweetgrass Members only. Please keep the information contained in this Information Package confidential as it is meant only for Sweetgrass Members.

Polling Dates

Advance Polls and electronic voting will be available for Members to cast their votes, with the final Voting Day set for Saturday, September 21, 2024 at Sweetgrass First Nation.

All Polls will be open from 8:00 AM – 8:00PM for in-person voting.

Electronic voting will be available beginning at 8:00 AM on September 17, 2024 and will end at 8:00 PM on the day of the last Poll, September 21, 2024, located on Sweetgrass First Nation.

The voting dates and locations are:

Date	City	Location	Time
Tuesday, September 17, 2024	Edmonton, AB	Edmonton Inn & Conference Centre, 11834 Kingsway NW	8:00 AM – 8:00 PM
Thursday, September 19, 2024	Saskatoon, SK	Saskatoon Inn & Conference Centre, 2002 Airport Dr	8:00 AM – 8:00PM
Saturday, September 21, 2024	Sweetgrass First Nation	Sweetgrass Community Centre	8:00 AM – 8:00 PM
Sept 17 – Sept 21	Online	OneFeather	8:00 AM Sept 17 – 8:00 PM Sept 21

What is in this information package

This information package contains the following:

- an outline of the historical and legal basis for the Claim,
- a summary of the proposed Settlement Agreement,
- a summary of the proposed amendments to the Legacy Trust Agreement,
- answers to frequently asked questions,
- a copy of the Settlement Agreement, and
- a copy of the Sweetgrass Legacy Trust Agreement.

Information Meetings will be held at the times and locations specified in the Notice of Ratification Vote. These meetings will feature presentations from:

- Legal counsel,
- Trustee for the Legacy Trust,
- Financial Advisor.

The presentations will cover the Treaty 6 Benefits Claim, the Settlement Agreement, and the Trust Agreement. Members will have the opportunity to ask questions before eligible voters decide whether to accept or reject the proposed Settlement Agreement and Trust Agreement.

Summary of the History of the Claim

- **1876** – Sweetgrass First Nation entered Treaty 6 with the Crown. The Crown promised to provide various farming implements to assist Treaty 6 signatories transition to a sustainable agricultural economy, as well as a one-time \$12.00 gratuity, a flag and medal at the time of signing, and triennial suits of clothing, and ammunition and twine.
- **1876 – Present** – The Crown failed to provide adequate Treaty 6 Benefits to Sweetgrass First Nation, for agriculture, gratuities, flags and medals, triennial suits of clothing, and ammunition and twine.
- **2019** – Sweetgrass First Nation submitted its claim to Canada’s Specific Claims branch.
- **2022** – Canada formally offered to negotiate a settlement of the Sweetgrass First Nation Treaty 6 Benefits Specific Claim.
- **2023** – Sweetgrass First Nation accepted the offer to negotiate.
- **2024** – Canada formally offered to settle the Sweetgrass First Nation Treaty 6 Benefits Specific Claim for **\$139,669,207**.
- **2024** – Sweetgrass accepted the offer to settle and provided instructions to legal counsel to draft the necessary documents – such as the Settlement Agreement and, if necessary, a Trust Agreement – to be submitted to Membership for a ratification vote.

Summary of the Claim

The Sweetgrass Treaty 6 Benefits Specific Claim seeks to have Canada compensate Sweetgrass for Canada's failure to provide the following, all of which were required to be provided by the Crown under Treaty 6:

- Agricultural Benefits and instruction,
- a one-time \$12.00 gratuity,
- a flag and medal at the time of signing Treaty 6,
- Triennial Suits of Clothing (to the end of 2023), and
- ammunition and twine (to the end of 2024) to Sweetgrass First Nation.

When the Crown signed Treaty 6, Canada promised to provide Agricultural Benefits and Agricultural Instruction to facilitate Sweetgrass First Nation's transition to an agricultural economy. In addition, Canada promised to provide other benefits, such as a \$12.00 gratuity, a flag and medal at the time of signing, ammunition and twine, and suits of clothing for the Chief and their officers every three years. The Treaty 6 Benefits have been inadequately fulfilled since the Treaty's signing. Canada also implemented discriminatory policies that impacted Sweetgrass First Nation's ability to succeed in agriculture.

Canada and Sweetgrass First Nation have 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 above-mentioned Treaty 6 Benefits.

The Settlement of this Claim does not have the effect of giving up Treaty rights. Instead, it is Canada agreeing to provide monetary Compensation to Sweetgrass First Nation in place of the Agricultural Benefits and Instruction that was meant to have been provided, as well as Compensation for the value of the one-time gratuity, a flag and medal at the time of signing Treaty 6, and the value for triennial suits of clothing to the end of 2023, and ammunition and twine to the end of 2024. In exchange, Sweetgrass is agreeing not to sue Canada again for its historical failure to provide those Treaty Benefits.

Summary of the Settlement Agreement

The Settlement Agreement is designed to be the resolution to the Sweetgrass Treaty 6 Benefits claim. It is an agreement between Canada and Sweetgrass, under which Sweetgrass agrees not to sue Canada for its failure to provide Treaty 6 Benefits in exchange for the Compensation provided in the Settlement Agreement: **\$139,669,207**.

Canada has made the above-noted offer through the Settlement Agreement, and it is now up to Sweetgrass Membership to decide whether to accept or reject it. If a majority of Sweetgrass Members approve the agreement in the ratification vote, the Chief and Council, along with the Minister, will be authorized and directed to sign it. Once signed by Chief and Council and the Minister, the Settlement Agreement becomes binding on both Canada and the Nation, and the claim will be conclusively settled upon payment of the Compensation by Canada. This means that Sweetgrass will not be able to sue Canada again for Canada's failure to provide the historical Treaty 6 benefits.

A copy of the entire Settlement Agreement is included in this information package, which Chief and Council encourage you to review. However, it is a complex legal document and is not ‘plain language’. For ease, Chief and Council have authorized the following ‘plain language’ summary of the key terms of the Settlement Agreement, and an explanation of what each section of the Settlement Agreement means, to be included in this information package. It is the hope of Chief and Council that the summary will allow you to better understand the Settlement Agreement.

Any questions or concerns that you might have regarding the Settlement Agreement might be answered in the FAQ section of this information package, if it is not answered in the summary below. If any questions remain, Chief and Council encourage you to attend the information session either in person or virtually, where you will be able to ask any clarifying questions.

Recitals (“Whereas” Section)

- The recitals (or “Whereas” section) of a legal document explains the wider context of the agreement.
- The Recitals in this Settlement Agreement state that the Settlement Agreement is to compensate Sweetgrass for Canada’s failure to provide Treaty 6 Benefits to Sweetgrass, and that this Settlement Agreement is meant to settle this Claim, meaning Sweetgrass cannot pursue *this* Claim against Canada again.

Article 1: Definitions and Schedules

- This section explains the meaning of capitalized, defined terms in the Settlement Agreement.

Article 2: Purpose and Scope

- This section outlines that the purpose of the Settlement Agreement is to provide Sweetgrass with Compensation to put Sweetgrass in the position it would have been in had Canada provided the Treaty 6 Benefits.
- It also provides that Sweetgrass accepts the Compensation as “full, fair, and final” settlement of the Canada’s failure to fulfill its obligations under Treaty 6 as outlined above.

Article 3: Compensation

- The total amount of Compensation to be paid by Canada to Sweetgrass is **\$139,669,207**.
- The Compensation funds are not “Indian moneys,” meaning that the restrictive provisions of the *Indian Act* relating to management of First Nation moneys will not apply to these funds.

Article 4: Release

- By accepting the Settlement Agreement, Sweetgrass is agreeing to release Canada from any further legal obligations regarding its failure to provide the historical Treaty 6 Benefits included in this Claim. This release simply means that Sweetgrass cannot sue Canada for the same thing in the future.

Article 5: Other Proceedings

- This section confirms that Sweetgrass First Nation can seek Compensation for other matters relating to Treaty 6 that are not included in the Settlement Agreement. This means that Sweetgrass can still sue Canada for other Treaty rights, even if Sweetgrass accepts this Settlement Agreement.

Article 6: Indemnity

- Sweetgrass agrees to indemnify Canada if the First Nation later tries to commence the same claim for Treaty 6 Benefits against Canada by Sweetgrass, because this was already agreed to and settled by this Settlement Agreement.

Article 7: Dismissal of Proceedings

- Because the Treaty 6 Benefits Claim is being fully and finally settled by this Settlement Agreement, Sweetgrass must terminate this Claim, and any related case, before any Court that they are currently at, where the heart of the case is Canada's failure to provide the above-mentioned Treaty 6 Benefits to Sweetgrass.

Article 8: Ratification

- The Settlement Agreement and Trust Agreement needs to be "Ratified" by Sweetgrass First Nation members before they can be signed by Chief and Council. This "Ratification" means that Sweetgrass First Nation members approve the Settlement Agreement.
- A successful ratification requires over 50% of eligible voters to cast votes, and for over 50% of the votes cast to be in favour of the Settlement Agreement and the Trust Agreement. If that happens, then the Settlement Agreement is "Ratified" (approved), meaning that Sweetgrass First Nation will be paid **\$139,669,270** as Compensation for Canada's failures to provide the above-mentioned Treaty 6 Benefits.
- If fewer than 50% of eligible voters vote, but a majority of votes cast are in favour of the Settlement Agreement and the Trust Agreement, a second ratification vote can be held.
- If a second vote occurs, and a majority of the votes cast are in favour of the Settlement Agreement and the Trust Agreement, the ratification is successful. This means that the Settlement Agreement and Trust Agreement are approved, and Sweetgrass First Nation will be paid **\$139,669,270** as Compensation for Canada's failures under Treaty 6.
- If a majority of voters vote "no" on either the first or second vote, neither the Settlement Agreement nor the Trust Agreement are valid. This would mean there is no settlement of the Treaty 6 Benefits Claim and Canada would not be obligated to pay any Compensation to Sweetgrass.

Article 9: Conditions Precedent to Execution by Canada

- Sweetgrass must take certain steps before Canada will move forward with concluding the Settlement Agreement and paying Compensation. This includes allowing Members to vote on the

Settlement Agreement, the Members voting to approve (“ratify”) the Settlement Agreement, Sweetgrass First Nation notifying the Minister that the Settlement Agreement has been signed by Chief and Council, and directing Canada to pay the Compensation into the Trust Account, signing certificates of independent legal and financial advice, and providing additional technical documents to Canada.

Articles 10 and 11: Execution/Effective Date of Settlement Agreement

- The Settlement Agreement comes into effect and is binding on the Parties only when it is “fully executed” by Chief and Council on behalf of Sweetgrass and by the Minister of Indigenous Affairs on behalf of Canada. This means that it will not be final until everyone signs it.

Article 12: Representations and Warranties

- Sweetgrass represents and warrants that it intends to use the Compensation for the long-term use and benefit of the Nation. In other words, by signing this Agreement, Sweetgrass has undertaken not to distribute 100% of the Compensation.
- The Sweetgrass Legacy Trust is the mechanism by which Sweetgrass will ensure that this settlement is there to assist our Members, our community, and future generations, in perpetuity. As is discussed in detail below, the Sweetgrass Legacy Trust has been designed to protect, invest and grow our Compensation for the long-term use and benefit of the Nation.
- Sweetgrass also represents and warrants that it has held at least one Information Meeting, retained independent legal advice and financial advice regarding the Settlement Agreement, the Trust Agreement, and the management and administration of the Compensation for the long-term benefit of Sweetgrass.

Article 13: Dispute Resolution

- If the Settlement Agreement is ratified and a dispute arises respecting the interpretation of the Agreement, Sweetgrass and Canada must try to resolve it through dispute resolution before going to court.

Article 14: Programs and Services

- This clarifies that payment of the Compensation by Canada will not disqualify Sweetgrass or any Sweetgrass Member from receiving or being entitled to usual funding for programs and services from Canada.

Article 15: Non-Derogation

- This clarifies that nothing in the agreement will “abrogate, derogate, or otherwise alter in any way existing Aboriginal and Treaty 6 rights”.
- This means that nothing in the Agreement takes away any Treaty right of Sweetgrass First Nation or any of its Members.

Article 16: Amendments

- The Settlement Agreement can only be amended by way of referendum of Sweetgrass Members, however, administrative amendments, like typos or other minor issues, can be made by way of agreement between the parties.

Articles 17 And 18: Notice and General Provisions

- Includes contact information for the parties and principles to assist in interpretation of the Settlement Agreement.

Schedules

- The remaining attachments to the Settlement Agreement set out the Voting Guidelines, certificates of independent legal and financial advice, and the form of documents such as the Ballot Question, the Band Council Resolution and Direction to Pay, and the Band Council Resolution for settlement of the Claim.

Summary of the Sweetgrass First Nation Legacy Trust

The Sweetgrass First Nation Legacy Trust (the “Sweetgrass Legacy Trust” or the “Trust Agreement”) is a legal agreement that outlines the terms and conditions under which certain Sweetgrass assets – in this case, the money received from Canada under the Treaty 6 Benefits Settlement (the “Compensation”) – are managed by a Trustee for the benefit of Sweetgrass First Nation. The Trust Agreement that governs the relationship between the Trustee and the Nation ensures that the money deposited in the Trust will be protected, invested and grown for the long-term use and benefit of Sweetgrass First Nation.

If the Settlement Agreement and Trust Agreement are approved, the Compensation will be placed into the Sweetgrass Legacy Trust. An independent corporate Trustee will manage and safeguard the money in the Sweetgrass Legacy Trust (the “Trust Property”) in line with the rules specified in the Trust Agreement.

Created by Sweetgrass leadership with the assistance of experienced legal, trust, financial and investment advisors, the Trust Agreement is intended to guarantee that both present and future generations of Sweetgrass Members will benefit from the Claim settlement.

The purpose of the Sweetgrass Legacy Trust is to protect the funds received through the Settlement, so that the money can be invested to generate a sustainable source of income for the long-term use and benefit of the Nation. Sweetgrass expects to generate an average return of approximately 4 - 6% per year on the money it deposits into the Sweetgrass Legacy Trust. Approximately 3% of the value of the Trust can be paid out as an Annual Payment, which would be own-source revenue for the Nation, with the remaining amount staying in the Trust to be re-invested. The income from the Annual Payment can be used to provide enhanced programs, services, and other benefits to Sweetgrass Members for generations to come. To enable this, the Trust Agreement does not allow any encroachment on the Trust Property, except as required for the purposes of repaying Authorized Loans.

Under the Trust Agreement, the Sweetgrass Legacy Trust may be used as security to take out Authorized Loans of up to 50% of the value of the Trust Property on the condition that the Authorized

Loan Payment does not exceed 30% of the value of the Annual Payment that is made to the Nation at the time the Authorized Loan is secured. As noted above, the Annual Payment is equivalent to 3% of the value of the Trust Property.

By using the Sweetgrass Legacy Trust as security to take out Authorized Loans while simultaneously investing Sweetgrass Legacy Trust monies, the Sweetgrass Legacy Trust can grow over time but also give Sweetgrass the ability to access some of the value of the Sweetgrass Legacy Trust at any given time.

Key features of the Trust Agreement:

- There are two parties to the Trust Agreement:
 - Sweetgrass First Nation, which is the “Settlor” or party who has created the Sweetgrass Legacy Trust, and is also the “Beneficiary”, or the party who will receive the benefits from the Trust property, and
 - a corporate trustee, which is independent from Sweetgrass. The trustee holds legal title to the Trust Property as the initial “Trustee” for the first 5-year term of the Trust.
 - Because Chief and Council already used Royal Trust as the Trustee for the Rebellion claim Legacy Trust, Royal Trust will continue as the independent corporate Trustee to hold and safeguard the Trust Property in accordance with the duties and obligations set out in the Trust Agreement.
- The Trust Property is protected by the restrictions that are put on it in the Trust Agreement. Only the Trustee can access the Trust Property (a.k.a. the Compensation), and the Trustee is required by law to always follow the terms of the Trust Agreement.
- **No one else – including Chief and Council – can access the Trust Property at any time, for any reason. Only the Trustee can access it, and only under the strict conditions put around it in the Trust Agreement.**
- **No funds have been or can be removed from the Settlement or the Trust Agreement by Chief and Council.**
- If the proposed Settlement and Trust Agreements are ratified by Membership, the Compensation owing by Canada will be deposited to the Sweetgrass Legacy Trust within 45 days after the Settlement Agreement is signed by the Minister, less the amount of PCDs and Settlement Costs that will be paid from the Compensation.
- After the Compensation is paid to the Sweetgrass Legacy Trust, the Trustee is required to ensure that all funds in the Sweetgrass Legacy Trust are invested by the Trustee. The investments are to be made by qualified Investment Managers, who have expertise and experience in the management of investment portfolios, and on the advice of qualified Investment Consultants.
- This process is completely independent from Chief and Council. Chief and Council – present and future – do not manage the money in the trust or manage the investments.

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- The Investment Managers will invest in investment vehicles, such as stocks and bonds, according to an investment policy that ensures a diversified portfolio, aiming to provide a steady income source for the long-term benefit of our community. To safeguard the Trust Property a large portion of the portfolio will likely be invested in "safe" options such as government, municipal, and high-rated corporate bonds. This strategy is intended to protect the capital from losses due to poor investments or economic downturns.
- The Trustee, Investment Managers, and Investment Consultant are required to provide regular reports to Sweetgrass. These reports are required to be provided to both Membership and to Chief and Council.
- The Trustee is required to attend community information meetings to present the annual report and financial statements for the Sweetgrass Legacy Trust to Council and Membership.
- To ensure that PCDs and settlement costs are paid as soon as possible, we may decide to take out a short-term Authorized Loan to pay for those costs. The amounts for Distribution to each member is as follows:
 - Each Sweetgrass member who is alive on June 24, 2024 is entitled to receive a one-time lump sum payment of twenty-five thousand dollars (\$25,000); and
 - Each Sweetgrass Minor who is alive, and was less than 18 years of age, as of June 24, 2024, including those who are entitled to be registered and for whom the necessary paperwork has been filed by that date, shall be entitled to receive a one-time lump sum payment of twenty-five thousand (\$25,000) plus accrued interest of 4% compounded annually from the Compensation Date when said Minor turns 18.
- Because Minors will reach the age of 18 at different times, the dollar amount of the actual distribution will be different depending on how many years from the Compensation Date it took until they turned 18.
- The power to borrow on the Sweetgrass Legacy Trust is subject to three key limitations:
 - any Authorized Loan must be paid within a maximum period of 25 years;
 - all Authorized Loan Payments cannot exceed 30% of the Sweetgrass Annual Payment (e.g. if the Nation receives \$3 million in Annual Payment, the payments for principal and interest cannot exceed 30% of that amount, or \$1 million per year); and
 - the Trustee shall not permit the total amount of all outstanding Authorized Loans to exceed 50% of the closing market value of the Trust Property as of December 31 of the preceding Fiscal Year.
- The Trust Agreement provides for the distribution of an Annual Payment to Sweetgrass, which is fixed at 3% of the value of the Trust Property. This Annual Payment is intended to provide a reliable source of income for Sweetgrass, which is to be included in annual budgets for various community purposes, such as capital improvements and infrastructure, education and training,

housing, economic development, recreation, cultural and traditional programs, and other programs or services for the Members.

- Income generated by the Sweetgrass Legacy Trust can be used to pay off any Authorized Loans, while the Sweetgrass Legacy Trust continues to grow from the investment income and any potential deposit of own-source income.
- If Sweetgrass decides to borrow money against the Compensation that is in Trust, the Compensation received by Sweetgrass remains safe and protected, growing in the Sweetgrass Legacy Trust, and paying out a larger and larger Annual Payment to Sweetgrass each year, while the borrowed money can be paid off using a portion of the income that the Compensation generates.
- The funds held in trust are not subject to the control and restrictions of Indian Affairs, and the income generated from the Sweetgrass Legacy Trust is exempt from taxation as long as it is paid or deemed to be paid to Sweetgrass as the beneficiary at the end of each year.
- To ensure that the Trust Property is preserved and protected for the long-term use and benefit of Sweetgrass, no amendments are allowed under any circumstances to any sections of the Trust Agreement that would have the effect of allowing any encroachment upon, distribution, or reduction of the Trust Property, except to the extent it is otherwise specifically permitted in the Trust Agreement. Other provisions of the Trust Agreement can only be amended with the approval of a majority of all Electors of the Nation in a referendum vote held for that purpose, or by Chief and Council if they are simple administrative amendments.

Summarized in point form, the Sweetgrass Legacy Trust operates as follows:

- Sweetgrass ratifies the Settlement Agreement and Trust Agreement.
- Sweetgrass deposits the Compensation into the Sweetgrass Legacy Trust, after paying out the PCD and Settlement Costs from the Compensation.
- The Trust Agreement sets out the relationship between the Trustee, the Nation, and the money deposited in the Trust.
- The Trustee must manage the trust funds, within the rules imposed on the Trustee as set out in the Trust agreement.
- The money in the Trust is invested, projected to return around 4 – 6% growth per year.
- The Trustee pays a specific and predictable amount (3%) of the trust value to Sweetgrass, which Sweetgrass can spend on programming, scholarships, or re-invest in the Trust.
- The amount that is re-invested allows the funds in Trust to continue to grow.
- As the Trust funds grow, the Annual Payment paid to Sweetgrass (the 3%) that can be used for community development also continues to grow.

Frequently Asked Questions

This section will address frequently asked questions that Chief and Council anticipate Membership will have.

What happens if Sweetgrass Members vote “yes”?

If a majority of Sweetgrass eligible voters vote “yes”, it means that you are accepting the Compensation offered by Canada as a full and final settlement of the Treaty 6 Benefits claim. It also means you agree to deposit the Compensation to the Sweetgrass Legacy Trust, which is designed for the Compensation to be protected and invested to help Sweetgrass build a secure and prosperous future for future generations, after providing a Per Capita Distribution (PCD) of \$25,000 to each of our Members and paying out Settlement Costs.

Can I vote “Yes” to the Settlement Agreement and vote “No” on the Trust Agreement?

No, the Settlement Agreement and Trust Agreement both have to be approved.

By voting “yes”, you are agreeing to the terms and conditions set out in the Settlement Agreement and the Trust Agreement, and you are directing and authorizing the Chief and Council to sign and give effect to those Agreements.

There is no way to vote “yes” to the Settlement Agreement and “no” the Trust Agreement, or vice versa. If you disagree with one or both of the Agreements, your option is to vote “no” to both.

What happens if Sweetgrass votes “no”?

If a majority of Sweetgrass adults vote “no” to the Settlement Agreement and the Trust Agreement, Canada’s offer would be withdrawn and we essentially have to start over.

It is unknown what the process would look like if Sweetgrass were to start over at the negotiation table because the Compensation offered to Sweetgrass is consistent with the amounts offered to other First Nations in Treaty 6 with similar benefits claims.

Legal counsel has advised Sweetgrass that Canada’s offer to settle is fair, and it is unlikely Sweetgrass would receive a better offer from Canada if we started from the beginning in negotiations or proceeded to litigation.

Saying no could prolong it and take an undetermined amount of time.

What happens for PCDs for Minors?

Any Sweetgrass member that is eligible for a PCD who was under the age of 18 before the Eligibility Date (June 24, 2024) will have their \$25,000 held by the Trustee, until the Trustee receives confirmation that the member has reached the age of 18.

When the Trustee receives confirmation the person is 18, they will receive their \$25,000 PCD plus interest, calculated using the Consumer Price Index (“CPI”).

What happens for PCDs for Sweetgrass members who lack legal capacity, or who may have died before the Distribution?

Sweetgrass members that are eligible for a PCD, are over the age of 18 before the Eligibility Date (June 24, 2024), and who do not have the legal capacity to make their own decisions will have their \$25,000

held by the Trustee, until the Trustee receives confirmation that the member's legal guardian has requested to access the funds on behalf of the Member.

Sweetgrass members who were eligible for a PCD, but died before the Distribution will also have their \$25,000 held by the Trustee, until the trustee receives confirmation that a proper representative of their estate has requested access to the funds. Then the funds will be transferred to their estate and distributed in accordance with estate laws.

When the Trustee receives either confirmation listed above, the Sweetgrass member, or their estate, will receive their \$25,000 PCD plus interest calculated using CPI.

Will the PCD Affect My Eligibility for Social Assistance?

No, these payments are considered exempt from income under Saskatchewan or Alberta programs. It is unclear whether they will be considered exempt for members living outside of Saskatchewan and Alberta. Members who currently receive or plan to apply for income support from the provincial government will not jeopardize their eligibility or benefits under the Income Support and Assured Income for the Severely Handicapped programs by accepting their PCD payments.

Why do I need to provide my bank account information?

To ensure that your PCD can be paid in the most efficient way possible, through electronic funds transfer (EFT). This allows the Trustee to deposit the funds directly into your bank account, rather than making you collect a cheque and deal with the manual and lengthy processes around depositing cheques.

Banking information can be provided to the following email address:
directdeposit@sweetgrassfirstnation.ca

Will my banking information be secure?

Yes, all information sent to Sweetgrass at the above-noted email address will be secure. The email itself is a secure email, and processes are in place within Sweetgrass administration that ensure any personal information – including banking information – is secure.

What banking information do I need to provide and where can I get it?

The banking information that is needed is your bank account number, institution number, branch number and account number, and transit number.

All of these are on either a Direct Deposit slip or a void cheque. Members can get either a Direct Deposit slip or a void cheque from either their mobile banking app, online banking, or from the branch.

What happens if I don't vote?

It is always important for all Eligible Voters to vote, but that is especially the case here. According to the terms of the Settlement Agreement, the Compensation cannot be paid out unless both the Settlement Agreement and the Trust Agreement have been ratified.

To be properly ratified, a majority of the votes cast must be in favour of the agreement, and at least 25% of all eligible members must vote in favour of the Agreement. That means that at least 50%+1 of eligible voters have to vote, and of those that voted, at least a 50%+1 of eligible voters must vote in favour.

If the required number of eligible voters don't vote on the first ballot, but the majority of votes cast are in favour, then it can go to a second vote.

If the required number of votes, at least 50%+1, are in favour on the second vote, the Settlement Agreement and Trust Agreement are approved.

The more people that vote, the more likely it is that the Compensation will be paid to Sweetgrass sooner. This means the Trust can start to generate more Annual Payment sooner to be provided to Sweetgrass for programming, PCDs can be paid sooner, and the trust can begin to generate wealth for the Nation.

How can we tell if this is a good deal that is fair to the Nation?

Chief and Council, along with our advisors, believe the proposed Settlement Agreement meets Sweetgrass's legal, political, and financial goals and compares very favorably with other specific claim settlements between First Nations and Canada in recent years. They are confident that Sweetgrass will be better off with this Settlement Agreement, as the benefits far outweigh the risks of litigation, even if Sweetgrass were to win in court.

While we recommend that Sweetgrass ratify and approve the Settlement Agreement and the Trust Agreement, it is crucial for individual Members to fully understand the terms of these agreements and decide for themselves if they are in the best interests of Sweetgrass. Members are encouraged to read the Agreements and attend the information meetings scheduled in our key communities to ask questions about the terms and conditions of the proposed Settlement Agreement and Trust Agreement.

When will I receive my Distribution if Sweetgrass votes "yes"?

Sweetgrass will promptly sign the Settlement Agreement and fulfill any additional requirements before forwarding the agreement to the Minister for signing on behalf of Canada. While we cannot guarantee the exact timing of the Minister's signature, it typically takes between 3 to 6 months to complete all necessary procedures. Canada will transfer the full Compensation to the Sweetgrass Legacy Trust within 45 days following the Minister's signature on the Settlement Agreement. The intention is to distribute payments within a few weeks after the Compensation has been deposited into the Sweetgrass Legacy Trust.

Will this proposed Settlement Agreement affect our Aboriginal and treaty rights?

No, the release does not otherwise affect any of Sweetgrass' existing Aboriginal or Treaty Treaties. Sweetgrass can still pursue any other specific claims not settled in the proposed Settlement Agreement. It can also go to court to seek validation and enforcement of any other Treaty and Aboriginal rights that it believes have not been recognized and affirmed by the federal government.

Will this proposed Settlement Agreement affect programs or services from Canada?

No. There is a clause in the Settlement Agreement that provides that eligibility for federal programs and services, and the level of those programs and services, will not be affected by the Settlement Agreement or payment of Compensation into the Sweetgrass Legacy Trust.

Can I share this information?

The information in this information package – including the copies of the Settlement Agreement – are strictly confidential between Canada and Sweetgrass band Members. It is recommended that the information only be shared with Sweetgrass Members.

Questions Regarding the Trust Agreement

Why set up a trust?

The Settlement Agreement requires Sweetgrass to use the Compensation for the long-term investment and sustainable benefit of the First Nation and to take such actions as it deems necessary or advisable to give effect to that intent.

The Sweetgrass Legacy Trust was structured to achieve a balance by ensuring that the Trust funds are carefully protected and invested to grow the Trust for the use and benefit of future generations of Sweetgrass Members, while also allowing some loans to be taken out using the Trust as collateral.

What does the proposed Trust Agreement look like?

The Trust Agreement was drafted specifically with the needs and goals of Sweetgrass in mind. The objectives of the trust are:

- To preserve, protect and grow the trust funds for the long-term use and benefit of Sweetgrass;
- To set out specific purposes/uses for Trust funds;
- To establish transparent accountability mechanisms for use of monies from the Trustee;
- To empower the Membership – the Trust Agreement can only be approved/amended by a Sweetgrass Membership vote and annual meetings with Membership and the Trustee are required; and
- To generate a stable and sustainable Annual Payment for the use and benefit of Sweetgrass forever.

Is the PCD being paid using a loan?

The PCD is not being paid using a loan – the PCD is being paid directly out of the Compensation, with the remainder being deposited in the Trust. Chief and Council worked with legal advisors, financial advisors, and investment advisors to determine that paying directly from the Trust Capital is the most beneficial for long-term benefit of the Nation.

Why would we borrow using the Sweetgrass Legacy Trust as security instead of just using the money?

As noted above, there are no loans being taken to pay out the PCDs or Settlement Costs – all amounts are coming directly from the Compensation. There is a provision in the Trust Agreement that allows loans to be taken out using the Trust Property as collateral, if that is decided in the future. But those loans would be for purposes such as economic development opportunities, not further PCDs.

Questions Regarding Electronic Voting

Who can vote electronically?

Every eligible Sweetgrass Voter can choose to cast their vote electronically rather than in person.

How can I register to vote electronically?

Each eligible voter who wishes to vote electronically must set up an account at Sweetgrass's OneFeather Voting Page.

The instructions for setting up an account and voting electronically are included in the 1-page electronic voting instructions from OneFeather that is included in this package.

Can multiple voters vote from the same Computer, Phone or Tablet?

Yes. The OneFeather platform just requires that each member sign in to their own account to vote. So, after one voter votes from their account, they can sign out and a different voter can sign in to that voter's own account to cast an electronic ballot.

If we can use electronic voting for ratifying the Settlement Agreement, can we use it for Sweetgrass Elections too?

No. Electronic voting is expensive – it is being offered for this Settlement Agreement because Canada is providing extra money that Sweetgrass can use to ensure the Settlement and Trust Agreements are ratified. Canada does not give extra money for normal elections.

Do I need to register with OneFeather if I am planning to vote in person?

No. You do not need to register with OneFeather if you are planning to vote in person. You only need to register with OneFeather if you are planning to vote electronically.

**SWEETGRASS FIRST NATION
TREATY 6 BENEFITS
SETTLEMENT AGREEMENT**

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- SCHEDULE 2 BALLOT QUESTION**
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DIRECTION TO PAY**
- SCHEDULE 4 FORM OF COUNCIL RESOLUTION**
- SCHEDULE 5 FORM OF CERTIFICATION OF VOTE RESULTS & APPEALS**

**SWEETGRASS FIRST NATION
TREATY 6 BENEFITS
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT

BETWEEN:

Sweetgrass First Nation, a "band" within the meaning of the *Indian Act*,
as represented by its Council

(hereinafter called the "First Nation")

AND:

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

(hereinafter called "Canada")

PREAMBLE

WHEREAS:

- A. The Parties to this Settlement Agreement entered Treaty 6.
- B. Pursuant to the terms of Treaty 6, Canada promised to provide Agricultural Benefits and Agricultural Instruction to facilitate the First Nation's transition to an agricultural economy.
- C. The Treaty 6 Agricultural Benefits provisions 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 6.
- 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 in order to achieve a full, fair and final settlement of the insufficient and inadequate fulfilment of the Treaty 6 annual ammunition and twine provisions up to the end of 2024.
- F. Canada also promised to provide a one-time gratuity payment of \$12.00 for each member of the band, a flag and medal to commemorate the closing of the Treaty, and triennial suits of clothing for the chiefs and headmen. Canada has insufficiently and inadequately fulfilled these promises since the Treaty's signing. Canada and the First Nation negotiated terms of settlement as contained in this Settlement Agreement in order to achieve a full, fair and final settlement of these allegations.

- G. This Agreement shall not be construed so as to abrogate, derogate, or otherwise alter in any way the existing Aboriginal and Treaty 6 rights of the First Nation as recognized and affirmed by section 35 of the *Constitution Act, 1982*.
- H. 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
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 6, 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 of the said Indians who are now cultivating the soil, or who shall hereafter commence to cultivate the land, that is to say: Four hoes for every family actually cultivating; also, two spades per family as aforesaid; one plough for every three families, as aforesaid; one harrow for every three families, as aforesaid; two scythes and one whetstone, and two hay forks and two reaping hooks, for every family as aforesaid, and also two axes; and also one cross-cut saw, one hand-saw, one pit-saw, the necessary files, one grindstone and one auger for each Band; and also for each Chief for the use of his Band, one chest of ordinary carpenter's tools; also, for each Band, enough of wheat, barley, potatoes and oats to plant the land actually broken up for cultivation by such Band; also for each Band four oxen, one bull and six cows; also, one boar and two sows, and one hand-mill when any Band shall raise sufficient grain therefor. All the aforesaid articles to be given once and for all for the encouragement of the practice of agriculture among the Indians.

...

and each Chief shall receive, in recognition of the closing of the treaty, ... and also as soon as convenient, one horse, harness and waggon.

...

That during the next three years, after two or more of the reserves




hereby agreed to be set apart to the Indians shall have been agreed upon and surveyed, there shall be granted to the Indians included under the Chiefs adhering to the treaty at Carlton, each spring, the sum of one thousand dollars, to be expended for them by Her Majesty's Indian Agents, in the purchase of provisions for the use of such of the Band as are actually settled on the reserves and are engaged in cultivating the soil, to assist them in such cultivation.

*...
That with regard to the Indians included under the Chiefs adhering to the treaty at Fort Pitt, and to those under Chiefs within the treaty limits who may hereafter give their adhesion thereto (exclusively, however, of the Indians of the Carlton region), there shall, during three years, after two or more reserves shall have been agreed upon and surveyed be distributed each spring among the Bands cultivating the soil on such reserves, by Her Majesty's Chief Indian Agent for this treaty, in his discretion, a sum not exceeding one thousand dollars, in the purchase of provisions for the use of such members of the Band as are actually settled on the reserves and engaged in the cultivation of the soil, to assist and encourage them in such cultivation.*

That in lieu of waggon, if they desire it and declare their option to that effect, there shall be given to each of the Chiefs adhering hereto at Fort Pitt or elsewhere hereafter (exclusively of those in the Carlton district), in recognition of this treaty, as soon as the same can be conveniently transported, two carts with iron bushings and tires...

- (b) **"Agricultural Instruction"** means the provision of instruction, information and education about agricultural practices, techniques, tools and equipment, livestock, and crops to enable the First Nation and its Members to transition to an intergenerational, self-sustaining agricultural economy and includes any promise in Treaty 6 or otherwise, implicit or explicit, to provide such instruction.
- (c) **"Ballot Question"** means the question asked of the Voters in a Ratification Vote, set out in Schedule 2 of this Settlement Agreement.
- (d) **"Compensation"** means the amount of money agreed upon by the Parties to compensate for and settle the matters set out in Article 2.1, Article 2.2, and Article 2.4 and as described in Article 3.0.
- (e) **"Compensation Balance"** means the net Compensation Canada will pay to the First Nation after deduction of any Negotiation Loan Funding.

- (f) **"Council"** means the Chief and Council of the First Nation, which is a "council of the band" within the meaning of the *Indian Act*.
- (g) **"Council Resolution"** means a written resolution of the Council adopted at a duly convened meeting.
- (h) **"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.
- (i) **"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.).
- (j) **"Indian Act"** means the *Indian Act*, RSC 1985, c I-5 and its regulations.
- (k) **"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 Members.
- (l) **"Member"** means a person whose name appears or who is entitled to have their name appear on the Band List of the First Nation.
- (m) **"Minister"** means the Minister of Crown-Indigenous Relations or the Minister's duly authorized representative.
- (n) **"Negotiation Costs"** means all costs incurred by the First Nation for the research, preparation, negotiation, and settlement of the matters set out in Article 2.1, Article 2.2, and Article 2.4, and the ratification of the Settlement Agreement, including legal fees.
- (o) **"Negotiation Loan Funding"** means the total amount of loan funding provided to the First Nation by Canada for the purpose of negotiating and settling the matters set out in Article 2.1, Article 2.2, and Article 2.4.
- (p) **"Party"** means either the First Nation or Canada.
- (q) **"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.

- (r) **"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.
 - (s) **"Ratification Vote"** means a vote referred to in Article 8.0 on the Ballot Question conducted in accordance with the Voting Guidelines.
 - (t) **"Settlement Agreement"** means all of the terms and conditions set out in this agreement including the attached Schedules.
 - (u) **"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.
 - (v) **"Trust Agreement"** means the Trust Agreement voted on and approved by a Ratification Vote pursuant to Article 8.0.
 - (w) **"Trustee"** means the person, persons or trust company identified as the trustee in the Trust Agreement.
 - (x) **"Voter"** means "elector" as that word is defined in the *Indian Act*.
 - (y) **"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 approved 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 | Form of 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 6; 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 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, that 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; 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.
- 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 in Treaty 6, as set out below, to provide a one-time gratuity payment of \$12.00 for each member of the band and a flag and medal at the time

of signing. In addition, this Settlement Agreement fulfils the obligations, as set out below, in respect to the triennial suits of clothing up to the end of 2023 and annual ammunition and twine provisions up to the end of 2024:

Provided, however, that Her Majesty reserves the right to deal with any settlers within the bounds of any lands reserved for any Band as She shall deem fit, and also that the aforesaid reserves of land, or any interest therein, may be sold or otherwise disposed of by Her Majesty's Government for the use and benefit of the said Indians entitled thereto, with their consent first had and obtained; and with a view to show the satisfaction of Her Majesty with the behaviour and good conduct of Her Indians, She hereby, through Her Commissioners, makes them a present of twelve dollars for each man, woman and child belonging to the Bands here represented, in extinguishment of all claims heretofore preferred.

...

It is further agreed between Her Majesty and the said Indians, that each Chief, duly recognized as such, ... and subordinate officer, as aforesaid, shall also receive once every three years, a suitable suit of clothing, and each Chief shall receive, in recognition of the closing of the treaty, a suitable flag and medal...

...

It is further agreed between Her Majesty and the said Indians, that the sum of \$1,500.00 per annum shall be yearly and every year expended by Her Majesty in the purchase of ammunition, and twine for nets, for the use of the said Indians, in manner following, that is to say: In the reasonable discretion, as regards the distribution thereof among the Indians inhabiting the several reserves, or otherwise, included herein, of Her Majesty's Indian Agent having the supervision of this treaty.

3.0 COMPENSATION

- 3.1 The First Nation accepts Canada's Compensation in the amount of **\$139,669,207** and agrees that the Compensation satisfactorily achieves the purposes of this Settlement Agreement and fully and finally settles Canada's obligations and liabilities related to the matters described in Article 2.1, Article 2.2 and Article 2.4, pursuant to the terms of 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 10.1. 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 Article 2.1, Article 2.2, and Article 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

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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

- (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 6 for agricultural production on an owner-operator basis due to any matter described in Article 2.1 and Article 2.2. For greater certainty, "owner-operator basis" means operating a farm using lands, labour, management, and capital, including seed, tools, and livestock.
- 4.3 The Parties acknowledge this Settlement Agreement includes compensation for the Members' lost opportunity to use the 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 6 on an owner-operator basis.
- 4.4 The Parties further acknowledge that this Settlement Agreement does not include compensation for loss of use of the lands promised under Treaty 6, on any basis which did not use labour, management, and capital, including seed, tools and livestock for agricultural production. The Parties agree that 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, including seed, tools, and livestock, 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 portion of the use value 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 other matters relating to Treaty 6 not captured in the matters described in this Settlement Agreement.
- 5.2 Recognizing the purpose and scope of this Settlement Agreement, and recognizing that this settlement is based on Treaty 6, 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 between the Parties to avoid double compensation for a loss that may be claimed in any other Proceeding.
- 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; such 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 5.0.
- 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 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 30 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. 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 6.22, no notice is received by Canada within 30 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 5.0, Canada will notify the First Nation of the proposed settlement.
- 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 30 days of receiving the notice under Article 6.6.
- 6.8 If the First Nation provides notice to Canada in accordance with Article 6.7 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 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 dismissal of all Proceedings based on the same or substantially the same facts as the matters described in Article 2.1, Article 2.2, and Article 2.4 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 the matters described in Article 2.1, Article 2.2 and Article 2.4, the First Nation will seek an order of the Federal Court approving the Settlement Agreement and dismissing the Proceeding prior to the execution of this Settlement Agreement by the Minister, including but not limited to the portions of *Strike-Him-On-The-Back Band et al v AGC* (T-1416-10) based on the same or substantially the same facts as the matters described in Article 2.1, Article 2.2, and Article 2.4.

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 or objections, 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 Direction to Pay which includes 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 Agreement and dismissing the portions of the Proceeding *Strike-Him-On-The-Back Band et*

al v AGC (T-1416-10) based on the same or substantially the same facts as the matters described in Article 2.1, Article 2.2, and Article 2.4.

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 long-term investment and sustainable benefit of the First Nation 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 reasonable 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) it held at least one Information Meeting;
- (g) the Ratification Vote was carried out in accordance with the Voting Guidelines and Settlement Agreement;
- (h) 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
- (i) an interpreter who is widely recognized as being fluent in the First Nation's culture, language, and traditions, was present and available during 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 Members had an opportunity to ask questions of the Council, and legal counsel, about the Settlement Agreement and the Trust Agreement;
- (c) each Member who was at least 18 years old by the last day of the Ratification Vote 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 30 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 Agreement shall not be construed so as to abrogate, derogate, or otherwise alter in any way the existing Aboriginal and Treaty 6 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; or
 - (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 Sweetgrass First Nation
PO Box 147
Gallivan, SK S0M 0X0

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 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]

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 Settlement Agreement on the dates indicated below.

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

Signature: _____

Name of Witness: _____

Address: _____

As to all Signatures

Date: _____

Per: _____
Chief Lorie Whitecalf

Per: _____
Councillor Trina Albert

Per: _____
Councillor Donovan Arcand

Per: _____
Councillor Lamarr Oksasikewiyin

Per: _____
Councillor Hazen Paskimin

Per: _____
Councillor Kelsey Pooyak

Per: _____
Councillor Isaac Thomas

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




**SWEETGRASS FIRST NATION
TREATY 6 BENEFITS
SETTLEMENT AGREEMENT**

**SCHEDULE 1
FORM OF 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 the Settlement Agreement, including the terms of settlement of the matters set out in Article 2.1, Article 2.2 and Article 2.4 and the preparation, execution and implementation of the Sweetgrass First Nation Treaty 6 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 their implementation, including, without limitation, explaining any legal implications of the Compensation Balance being deposited into the Trust Account rather than 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;
4. THAT I participated in the following Information Meeting(s) called for the purpose of explaining to the Members the Legal Issues:

Location/Forum of Meeting(s):

Date(s) and Time(s):

5. THAT I made a presentation at the Information Meeting(s), to the Members who participated, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting(s); and




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

Witness' Signature: _____

Name of Witness: _____

Address: _____

Date: _____

(On or after date of Settlement Agreement
Execution)

Scott Hitchings
Barrister and Solicitor



**SWEETGRASS FIRST NATION
TREATY 6 BENEFITS
SETTLEMENT AGREEMENT**

**SCHEDULE 2
BALLOT QUESTION**

As a Voter of the First Nation, do you:

- (a) **agree** to all the terms and conditions of the Sweetgrass First Nation Treaty 6 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 Sweetgrass First Nation Treaty 6 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.

Paul

DL

**SWEETGRASS FIRST NATION
TREATY 6 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 Sweetgrass First Nation Treaty 6 Benefits Settlement Agreement in accordance with the Direction to Pay attached hereto.

The First Nation, by its Council:

<u>EXAMPLE ONLY – DO NOT SIGN</u> Chief	 DATE
<u>EXAMPLE ONLY – DO NOT SIGN</u> Councillor	 DATE
<u>EXAMPLE ONLY – DO NOT SIGN</u> 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 Sweetgrass First Nation Treaty 6 Benefits Settlement Agreement, the First Nation hereby directs Canada to pay all amounts owing to the First Nation under the Sweetgrass First Nation Treaty 6 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:

Chief

EXAMPLE ONLY – DO NOT SIGN

DATE

Councillor

EXAMPLE ONLY – DO NOT SIGN

DATE

Councillor

EXAMPLE ONLY – DO NOT SIGN

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.]



**SWEETGRASS FIRST NATION
TREATY 6 BENEFITS
SETTLEMENT AGREEMENT**

**SCHEDULE 4
FORM OF COUNCIL RESOLUTION**

WHEREAS the First Nation wishes to enter the Sweetgrass First Nation Treaty 6 Benefits Settlement Agreement (the "Settlement Agreement") with His Majesty the King in right of Canada.

AND WHEREAS the Council of the First Nation held an Information Meeting for its Members 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 Members who participated in the Information Meeting.

AND WHEREAS a Ratification Vote conducted in accordance with the Voting Guidelines was held wherein [insert number] Voters voted, representing [insert percentage of the total number of Voters that is at least 25% plus one of the Voters] ____% of the total number of Voters, and of those who voted, (insert number) 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 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.]

Lab
DL

**SWEETGRASS FIRST NATION
TREATY 6 BENEFITS
SETTLEMENT AGREEMENT**

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

I, _____, Ratification Officer responsible for the ratification vote of the Sweetgrass First Nation Treaty 6 Benefits Settlement Agreement and Trust Agreement, DO SOLEMNLY DECLARE THAT:

1. I was present at (location) on (date) when Voters of the First Nation voted on the Sweetgrass First Nation Treaty 6 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 was *(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*.

DECLARED BEFORE me at _____
in the Province of _____, this _____ day of _____, 20__.

Ratification Officer

A Commissioner for Oaths in the Province of _____

SWEETGRASS FIRST NATION LEGACY TRUST

DATED FOR REFERENCE DECEMBER 2, 2016 AND AMENDED JULY 13, 2018
AS FURTHER AMENDED THIS ____ DAY OF _____, 2024



BETWEEN:

SWEETGRASS FIRST NATION

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

– and –

Royal Trust Corporation

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

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RECITALS**WHEREAS:**

- A. The Sweetgrass First Nation (the “First Nation”), as Settlor of the Trust, is establishing this Legacy Trust to receive compensation from specific claims and other actions, capital and revenue moneys held by the Crown, lease income, royalties, own source revenues, and other moneys which the First Nation may contribute from time to time to be managed and invested for the long-term use and benefit of the First Nation;
- B. The First Nation and the Trustee acknowledge and agree that any moneys deposited to this Trust are intended to benefit the First Nation and shall be administered by the Trustee in accordance with this Agreement;
- C. The First Nation and the Trustee acknowledge that the First Nation, acting through its duly elected Chief and Council, is the Beneficiary of the Trust, with all of the rights and powers normally vested in a beneficiary to compel enforcement of the Trustee’s duties under this Agreement;
- D. The First Nation has established this Trust Agreement, as Settlor, to be the in the most tax-efficient form possible, to prevent the Trust Property, and income generated therefrom, from being subject to income tax;
- E. At a duly convened meeting of the Council held on the 2 day of December, 2016, the Council approved and authorized the execution of this Agreement and all related documentation on behalf of Sweetgrass.
- F. By a ratification vote held on the 27th day of June 2018, the Electors of the First Nation approved and authorized amendments to this Agreement and authorized the Council to execute an amended Agreement and all related documentation on behalf of the First Nation which amended Agreement was dated July 13, 2018.
- G. By a ratification vote held on the ____ day of _____, 2024, the Electors of the First Nation have approved further amendments to the Agreement and have approved this Agreement and have authorized Council to execute this Agreement and all related documentation on behalf of the First Nation.
- H. At a duly convened meeting of the Council held on the ____ day of _____, 2024, the Council approved and authorized the execution of this Agreement and all related documentation on behalf of the First Nation.

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

Article 1 – Definitions

- 1.1 In this Agreement, unless the context otherwise requires, the following words, expressions, and terms shall have the following meanings:
 - (a) **“Agreement”** means this trust agreement as amended from time to time;
 - (b) **“Annual Income”** means all income for Canadian federal income tax purposes arising from the Trust Property in any Fiscal Year as determined in accordance with the *Income Tax Act* but without reference to subsection 75(2), paragraph 82(1)(b), and subsection 104(6) of the

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

- (c) **“Annual Payment”** means an amount equal to:
- (1) In the first year of the Trust, a pro-rated amount equal to three percent (3%) of the total moneys deposited into the Trust, paid as soon as possible after the funds have been settled into the Trust; and
 - (2) After the first year, an amount calculated in each Fiscal Year, as three percent (3%) of the average of the fair market value of the Trust Property as of December 31 of the previous five (5) fiscal years, less all Authorized Loan payments;
- (d) **“Auditor”** means a Chartered Professional Accountant or firm of Chartered Professional Accountants (or such successor or replacement designation) authorized to practice in the Province of Saskatchewan and that is independent of the Council and the Trustee and that is selected and retained by the Trustee, which selection is to be approved by the Council, to audit the Trust Account;
- (e) **“Authorized Expenses”** means the expenses reasonably incurred in relation to the administration of the Trust, paid by the Trustee in each Fiscal Year in carrying out the terms of this Agreement, including the payment of remuneration as set out in the Trustee Services Agreement, administrative, accounting, legal, investment management and consulting, and other costs or fees relating to insurance, financing, Authorized Loans, or Settlement Costs but not including any costs of the First Nation (including any costs of the Council, the Council’s members or the First Nation administration) incurred in performing any of its or their respective obligations in relation to the operation of this Trust but does not include an expense incurred in the passing of accounts;
- (f) **“Authorized Investment”** means any investment purchased with funds from the Trust Account providing that all such investments are made in accordance with this Agreement, the Investment Policy, Investment Management Agreement, and the principles governing the prudent investment of Trust Property as set out in the *Trustee Act*;
- (g) **“Authorized Loan”** means a loan from a Financial Institution to the First Nation, and includes a bridge loan, that is approved pursuant to Article 7 of this Agreement, which for greater certainty may be used to finance any Distribution to Members and Settlement Costs;
- (h) **“Authorized Loan Payments”** means those payments of principal and interest made by the Trustee, for and on behalf of the First Nation, to a Financial Institution in respect of an Authorized Loan that is approved pursuant to Article 7;
- (i) **“Beneficiary”** means the Sweetgrass First Nation as represented by its duly elected Council;
- (j) **“Canada”** means His Majesty the King in Right of Canada;
- (k) **“Claim”** means all facts, matters, issues, causes of action, and specific claims asserted

against Canada in relation to any breaches of Canada's treaty, legal, and equitable duties owed to the First Nation;

- (l) **"Compensation"** means the total sum paid or payable by Canada to the First Nation to be deposited into the Trust Account on behalf of the First Nation pursuant to a negotiated settlement agreement or an award made by a tribunal or court of law in connection with a Claim;
- (m) **"Compensation Date"** means the date when all or any portion of Compensation is paid into the Trust;
- (n) **"Consumer Price Index" or "CPI"** means:
 - (1) the annual Consumer Price Index for Saskatchewan, All-Items (Not Seasonally Adjusted) published by Statistics Canada or any successor to Statistics Canada 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, 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 and consented to by Council by way of a BCR or such other measure of calculating inflation determined by the Trustee from time to time and consented to by Council by way of a BCR;
- (o) **"Council"** means the duly elected Chief and Council of the First Nation, elected in accordance with the Sweetgrass First Nation Custom Election Act, which is also a "council of the band" within the meaning of the *Indian Act* and the Sweetgrass First Nation Custom Election Act;
- (p) **"Council Resolution"** means a written resolution of the Council, signed by at least a Quorum of the Council, which resolution has been passed by the Council at a duly convened meeting;
- (q) **"Distribution"** means a one-time per capita distribution payment made to Members of the First Nation in accordance with Article 4 of this Agreement;
- (r) **"Distribution Account"** means an interest bearing account established by the Council in a Financial Institution for the sole purpose of receiving funds from the Trust Account to pay the Distribution in accordance with Article 4 of this Agreement;
- (s) **"Elector"** means a person who is on the Membership List and is eighteen (18) years of age or older or a person who otherwise meets the definition of an Elector pursuant to any applicable code or law enacted by the First Nation from time to time;
- (t) **"Eligibility Date"** means the date established by Council Resolution setting forth the date on which Members are eligible for a Distribution, which shall be no later than the Date that a Letter of Offer was accepted by Council Resolution;

-
- (u) **“Financial Institution”** means a bank, trust company or credit union which for greater certainty may include the First Nations Finance Authority, the Trustee, and an affiliate or related party of the Trustee or Investment Manager;
- (v) **“First Nations Fiscal Management Act”** means the *First Nations Fiscal Management Act*, SC 2005, c 9 as amended or replaced from time to time;
- (w) **“Fiscal Year”** means the period beginning on January 1 and ending December 31 of each calendar year;
- (x) **“Income Tax Act”** means the *Income Tax Act*, RSC 1985, c 1 (5th Suppl.), as amended or replaced from time to time;
- (y) **“Indian Act”** means the *Indian Act*, RSC 1985, c I-5, as amended or replaced from time to time;
- (z) **“Investment Consultant”** means an individual or a firm, who is not an Investment Manager for the Trust, who either is, or which has individuals working within it who are Chartered Financial Analyst Charterholder(s) (or such successor or replacement designation) whose membership is in good standing with the CFA institute, and which will be selected by the Council and retained by the Trustee, in accordance with an agreement the terms of which have been approved by the Council, to provide independent investment advice to the Trustee on the development of the Investment Policy, the selection, monitoring and evaluation of the Investment Manager(s) and portfolio performance and has an arm’s length relationship with Sweetgrass First Nation, the Trustee, the Auditor and the Investment Manager(s);
- (aa) **“Investment Management Agreement”** means an agreement between the Trustee and Investment Manager which sets out the delegated powers, authority, and obligations of the Investment Manager with respect to the investment of the Trust Property;
- (bb) **“Investment Manager”** means a firm, who does not act as the Investment Consultant for the Trust, which will, with the advice of the Investment Consultant, be selected by Council and retained by the Trustee, in accordance with an agreement the terms of which have been approved by the Council, that has either (i) obtained registration 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 from time to time, in the jurisdiction(s) of Canada in which they are required to be registered, or (ii) is exempt from registration under section 8.26 [international adviser] of the above Instrument, and which has an arm’s length relationship with Sweetgrass First Nation, the Trustee and the Investment Consultant;
- (cc) **“Investment Policy”** means a Statement of Investment Policies and Procedures which sets out the policy, objectives, and framework for the investment of Trust Property in Authorized Investments and includes such matters as the performance objectives, risk tolerances, asset allocation limits, permitted categories of investments, and any restrictions on the quantity and quality of investments;
- (dd) **“Legacy Trust Revenue Account Law”** means a law enacted by the First Nation pursuant to its inherent right to self-government, section 83 of the *Indian Act*, or section 9 of the *First Nations Fiscal Management Act* to govern the management and expenditure of moneys

deposited in the Revenue Account;

- (ee) **“Legal Costs”** means any legal and/or contingency fee payable to First Nation’s legal counsel pursuant to the terms of the retainer agreement entered into between the First Nation and their legal counsel at the time of Settlement;
- (ff) **“Letter of Offer”** means a letter of offer provided from Canada to Sweetgrass First Nation for final settlement of a Claim;
- (gg) **“Litigation Funding Insurance Premiums”** means any Supplemental Premium and Termination Premium (as those terms are defined in a Litigation Funding Insurance Policy) payable to an insurer that has provided insurance on the claim upon the successful resolution of a Claim;
- (hh) **“Litigation Funding Insurance Policy”** means any First Nations Litigation Funding Insurance Policy and Surety Bond issued by AmTrust Europe Limited which provides security for the repayment in full of any amounts drawn down and owing under any Litigation Loan Agreement in the event a Claim was not settled or an award is not made in favour of the First Nation;
- (ii) **“Litigation Loan Agreement”** means any loan agreement between a Financial Institution and the First Nation establishing a loan to be used for the payment of legal fees, expert reports, insurance premiums, and other expenses related to a Claim pursuant to the terms of such agreement;
- (jj) **“Litigation Loan Amount”** means the full amount of the principal, interest, fees, costs, and any arrears or other amounts owing under a Litigation Loan Agreement;
- (kk) **“Member”** means an individual who is alive and is a registered Sweetgrass Member or is alive and is entitled to be registered on the Membership List for the First Nation and has submitted necessary paperwork on or before the Eligibility Date;
- (ll) **“Membership List”** means those persons registered or entitled to be registered on the membership list of the First Nation maintained by the Department of Crown-Indigenous Relations and Northern Affairs Canada, the Department of Indigenous Services Canada, or by the First Nation if it has assumed control of its membership list pursuant to section 10 of the *Indian Act*;
- (mm) **“Party”** means the First Nation or the Trustee as the context requires and **“Parties”** means both of them;
- (nn) **“Quorum”** means a majority of the members of the Council;
- (oo) **“Revenue Account”** means an interest bearing account to be established by the Council in a Financial Institution which is governed by the *Legacy Trust Revenue Account Law*;
- (pp) **“Secondary Income”** means income derived from the investment of any Annual Income retained within the Trust in any Fiscal Year;
- (qq) **“Settlement”** means the final step in the process of concluding a Claim, which, for greater certainty, will be day that the settlement agreement related to a Claim is fully

executed by both Canada and Sweetgrass First Nation;

- (rr) **“Settlement Costs”** means any Litigation Loan Amount, Litigation Funding Insurance Premiums, and Legal Costs owed to the legal counsel on behalf of the First Nation;
- (ss) **“Settlor”** means Sweetgrass First Nation;
- (tt) **“Sweetgrass Adult”** means a Member who was at least eighteen (18) years of age or older and alive on an Eligibility Date;
- (uu) **“Sweetgrass Minor”** means a Member who was less than eighteen (18) years of age and alive on the Eligibility Date, and includes a person who is less than one (1) year of age on an Eligibility Date and is either registered as a Member or is eligible to be registered as a Member and has had the necessary paperwork submitted on their behalf on or before the Eligibility Date ;
- (vv) **“Trust”** means the Trust created by this Agreement;
- (ww) **“Trust Account”** means the trust account established and maintained by the Trustee in accordance with the terms of this Agreement;
- (xx) **“Trust Property”** means all moneys or property paid, donated, sold or otherwise transferred, caused to be transferred to, vested, or caused to be vested by or on behalf of the Beneficiary and accepted by the Trustee for deposit in the Trust Account from time to time, together with all Authorized Investments, accretions thereto, and all income derived from such investments, but for greater certainty the Trust Property does not include any moneys that have been distributed to the Revenue Account or Distribution Account, any Authorized Loan Payments paid on behalf of the First Nation by the Trustee in accordance with the terms of this Agreement, or any other distributions properly made under this Agreement or as permitted by law;
- (yy) **“Trustee”** means initially Royal Trust Corporation of Canada and thereafter, any Financial Institution or company which is authorized to carry on business as a trustee and which is from time to time appointed subsequently or in substitution for the Trustee in accordance with the terms of this Agreement;
- (zz) **“Trustee Act”** means *The Trustee Act, 2009*, SS 2009, c T-23.01 as amended; and
- (aaa) **“Trustee Services Agreement”** means an agreement between the Trustee and the First Nation setting out the terms of appointment of the Trustee, remuneration, and any additional or ancillary responsibilities of the Trustee that are not otherwise specified in this Agreement.

Article 2 – Creation of the Trust and Trust Account

- 2.1 The First Nation, as Settlor of the Trust, has established this Trust and any monies deposited to the Trust Account are deemed to be contributed by the First Nation.
- 2.2 The First Nation appoints the Trustee, and the Trustee accepts such appointment, to hold the Trust Property in trust for the long-term use and benefit of the Beneficiary in accordance with this

Agreement.

- 2.3 All legal right, title, and interest in and to the Trust Property shall vest in the Trustee and there shall be no power of appointment, revocation, amendment or variation, except in accordance with the terms of this Agreement or as permitted by a court of law.
- 2.4 All beneficial right, title, interest, and benefit in and to the Trust Property shall vest in the Beneficiary.
- 2.5 Upon execution of this Agreement, the Trustee shall open the Trust Account in a Financial Institution for the deposit of the Initial Trust Property, Compensation, and any other moneys deposited to the Trust by or on behalf of the First Nation.
- 2.6 The Trustee acknowledges that Compensation and other moneys may, from time to time, be deposited by or on behalf of the First Nation to the Trust Account. Any moneys deposited or transferred to the Trust Account are deemed to be contributed by or on behalf of the First Nation and such moneys shall be added to the Trust Property and governed by the terms of this Agreement.

Article 3 – Protection and Use of the Trust Property

- 3.1 The Trustee shall protect and manage the Trust Property for the long-term use and benefit of the Beneficiary. The Trust Property cannot be expended, released, distributed, or advanced except as otherwise provided in this Agreement.
- 3.2 Except as expressly provided in this Agreement, the Trustee shall not:
 - (a) allow any encroachment, lend, release, distribute, or advance any part of the Trust Property;
 - (b) allow any additional Distributions from the Trust Property;
 - (c) allow or cause the Trust Property to be used as security or collateral for any loan, mortgage, pledge, security interest or any other charge; or
 - (d) to the extent permitted by law, allow or cause the Trust Property to be subject to attachment, seizure, distress or execution or any other process for the enforcement of a claim against the First Nation or any of its Members.
- 3.3 The Trust Property shall only be used or distributed by the Trustee for the following purposes:
 - (a) *Distribution to Members*: the First Nation authorizes and irrevocably directs the Trustee to transfer such amount of the Compensation from the Trust Account to the Distribution Account as necessary to enable the First Nation to make a Distribution to Members, subject to and in accordance with Article 4 of this Agreement;
 - (b) *Investment of Trust Property*: to purchase Authorized Investments, subject to and in accordance with Article 5 of this Agreement;
 - (c) *Annual Payments*: to make the Annual Payment in each Fiscal Year, subject to and in accordance with Article 6 of this Agreement;

- (d) *Authorized Loans and Authorized Loan Payments:* to make Authorized Loan Payments on behalf of the First Nation, subject to and in accordance with Article 7 of this Agreement; and
- (e) *Authorized Expenses:* to pay Authorized Expenses, subject to and in accordance with Article 8 of this Agreement.

Article 4 – Distribution to Members

- 4.1 Within ten (10) days of a Compensation Date, or as soon as practicable, the Council may provide the Trustee with an irrevocable Council Resolution setting out the Eligibility Date, the list of Members alive on the Eligibility Date, the amount payable to Members, the reasonable administration costs, and the timeframes, rules, and procedures which govern the Distribution.
- 4.2 Upon receipt of the Council Resolution described in Article 4.1, the Trustee shall as soon as practicable transfer to the Distribution Account an amount equal to the sum approved by the Council multiplied by the number of Sweetgrass Adults alive on the Eligibility Date plus reasonable administration costs as determined by Council in its sole discretion. For greater certainty, the Trustee is entitled to rely on the lists of Members provided in the Council Resolution for the purposes of determining the amount to be transferred from the Trust Account to the Distribution Account to enable the First Nation to make the Distribution.
- 4.3 *Distributions to Sweetgrass Adults:* Each Sweetgrass Adult is entitled to a one-time lump sum payment as set out in the Council Resolution described in Article 4.1.
- 4.4 *Distributions to Sweetgrass Minors:* Upon receipt of a Council Resolution or other evidence confirming that a Sweetgrass Minor has reached the age of eighteen (18) years old, the Trustee shall:
 - (a) pay or cause to be paid such Sweetgrass Minor's distribution from the Trust Account equal to a lump sum payment as set out in the Council Resolution described in Article 4.1, plus accrued interest of the Consumer Price Index compounded annually from the Eligibility Date; or
 - (b) Pay that Sweetgrass Minor's Distribution to the First Nation, upon receipt of a Council Resolution, confirming that the First nation intends to distribute the funds to the Sweetgrass Minor directly.
- 4.5 *Distributions to Sweetgrass Members who lack Legal Capacity:* Where a Member entitled to a Distribution pursuant to Article 4.3 lacks legal capacity, the Trustee shall:
 - (a) Pay or cause to be paid that Member's distribution, in accordance with Section 4.3, upon receipt of evidence of the appointment of the member's legal representative; or
 - (b) Pay that Member's Distribution to the First Nation, upon receipt of a Council Resolution, confirming that the First Nation intends to distribute the funds in accordance with the direction of that Member's legal representative.
- 4.6 *Distributions to Sweetgrass Members in the Event of Death:* Where a Member entitled to a Distribution pursuant to Article 4.3 or 4.4 dies before receiving the Distribution, the Trustee shall:
 - (a) Pay or cause to be paid the remainder of the Distribution, held in Trust for that Member to

the estate of the Member upon receipt of the legal declaration of death and evidence of the legal appointment of an authorized representative; or

- (b) Pay or cause to be paid the remainder of the Distribution held in the Trust for that Member to the First Nation, upon receipt of a Council Resolution, confirming that the First Nation intends to distribute the funds to the beneficiaries of the Deceased Member's estate or the legal representative of the Estate; and

Calculation of the Consumer Price Index on the Distribution for those entitled thereto under Article 4.4 will only accrue to the date that the remainder of the Distribution is paid pursuant to this Article 4.6.

- 4.7 Six (6) months following the transfer of moneys from the Trust Account to the Distribution Account under this Article, the Council shall direct that any funds remaining in the Distribution Account, including any interest generated, be transferred into the Trust Account as contribution to the Trust. The Trustee shall not be responsible for ensuring or monitoring Council's compliance with this Article.
- 4.8 Upon receipt of a Council Resolution or other evidence confirming that a Member who was alive on the Eligibility Date did not receive a Distribution, the Trustee is authorized and directed to pay any unpaid Distribution owing to such Member from Trust Property.
- 4.9 Any person who applies to be registered as an Indian or Member of the First Nation after the Eligibility Date is not eligible to receive a Distribution from this Trust, subject to the exception set out in the definition of Sweetgrass Minor.
- 4.10 Upon receipt of a Council Resolution or other evidence confirming that the Nation paid the amount payable to a Member under Article 4.4, 4.5, or 4.6 to that Member, the Trustee will pay the amount payable to the Member under this Article 4 to the Distribution Account to be paid to the Nation, rather than to the Member.
- 4.11 For greater certainty, any Distribution pursuant to this Article 4 may only be made in connection with the resolution of a Claim and the total amount distributed shall not exceed the amount of Compensation paid by Canada in connection with such Claim. The Trustee shall not, under any other circumstance, encroach upon Trust Property, other than Trust Property that results directly from the Compensation paid in connection with such Claim for the purpose of making any related Distribution, unless required to in accordance with Articles 4.4, 4.5, or 4.6.
- 4.12 The Distributions of \$500 with respect to the Claim with respect to Canada's unilateral and unlawful termination of treaty annuity payments to Members of the First Nation of the 1885 Northwest Rebellion remain governed by the terms of this Agreement as amended on July 13, 2018, notwithstanding any subsequent amendment of this Trust.

Article 5 – Investment of Trust Property

- 5.1 Subject to the terms of this Article, the Trustee shall have the right and power to use Trust Property to purchase and sell Authorized Investments providing such are permitted by this Agreement, the Investment Policy and the principles governing the prudent investment of Trust Property as set out in the *Trustee Act*. The Trustee may, pending the investment of any Trust Property, deposit or invest any Trust Property, in any Financial Institution notwithstanding that the

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

monitored, any Investment Manager retained to ensure that any Authorized Investments that are purchased comply with the Investment Policy. In the event of any material non-compliance, the Trustee shall promptly notify the Council and the Investment Manager so that any necessary remedial action may be taken.

- 5.9 The Trustee, Investment Manager, or any agent retained by the Trustee shall hold, in accordance with industry standards, custody of the certificates, instruments, documents or other written materials that evidence ownership of any Authorized Investments.
- 5.10 The Trustee, with the assistance of Investment Consultant, if any, shall annually evaluate, or cause to be evaluated, the performance of the Authorized Investments made by the Investment Manager against relevant market indices for portfolios with similar policies, objectives and investment guidelines, and the Trustee shall provide the Council with a report of its findings and recommendations, if any, following the completion of such performance evaluation.

Article 6 – Annual Payments to the Revenue Account

- 6.1 Notwithstanding anything to the contrary in this Agreement, the Annual Payments shall be made in a manner to comply with section 104(6) of the Income Tax Act (Canada).
- 6.2 As soon as is reasonably possible after each Sweetgrass Fiscal Year end, Council shall have an Auditor prepare an audited statement that best reports on the receipt and uses of funds received, which details the receipt and use of the funds deposited to the Revenue Account, along with any Authorized Loans obtained by Sweetgrass and amount of Authorized Loan Payments made by the Trustee on behalf of Sweetgrass under Article 7, for the prior Fiscal Year and shall have such statement presented to the Members. A copy of such audited statement shall be posted on the Sweetgrass web page to the extent such a page is maintained by Sweetgrass and provided to any Member upon request.
- 6.3 In accordance with Council's obligations under Article 6.2, if the approved audited statement for the prior Fiscal Year is not delivered to the Trustee prior to December 31 of each Fiscal Year, then the Trustee shall not permit any further transfers from the Trust Account to the Revenue Account and shall not provide any new guarantees of Authorized Loans, until the Council has provided to the Trustee the statement or schedule.
- 6.4 Notwithstanding anything to the contrary in this Agreement, the Annual Income, in excess of amounts paid in the year, shall be due and payable in its entirety to the Beneficiary as at December 31st of each Fiscal Year.
- 6.5 On April 1 or as soon as practicable for every Fiscal Year thereafter, the Trustee shall deposit the Annual Payment into the Revenue Account less the amount of all Authorized Loan Payments made by the Trustee in the preceding Fiscal Year.
- 6.6 As soon as practical following transfer of the Annual Payment to the Revenue Account, the Trustee shall issue a statement to the Beneficiary for the amount of any Annual Income that has not been distributed in the year.
- 6.7 For greater certainty, any amount distributed by the Trustee to the Revenue Account in accordance with this Article is no longer Trust Property for the purposes of this Agreement and the Trustee shall be discharged in respect of any such distribution and shall have no obligations with respect to the funds held in or expended from the Revenue Account.

Article 7 – Authorized Loans and Authorized Loan Payments

7.1 Subject to the provisions of this Article, the Trustee is authorized to:

- (a) grant a security interest in the Trust Property as collateral with respect to an Authorized Loan, including granting a mortgage, pledge, security interest, guarantee, or charge against all or any portion of the Trust Property;
- (b) make Authorized Loan Payments for and on behalf of the First Nation.

7.2 Where the Council enters into an Authorized Loan, the Trustee is authorized and irrevocably directed to secure Authorized Loans and make Authorized Loan Payments in accordance with the following terms and procedures:

- (a) the Council shall provide the Trustee with a Council Resolution and attached loan documentation:
 - (i) setting out the amount and repayment term for the Authorized Loan, such repayment term being sufficient to retire the Authorized Loan over a period not exceeding twenty-five (25) years; and
 - (ii) authorizing and directing the Trustee to use the Trust Property as collateral, including granting a mortgage, pledge, security interest, guarantee, or charge against all or any portion of the Trust Property to secure the Authorized Loan and to make the Authorized Loan Payments as they become due and payable;
- (b) subject to Article 7.5, if any of the information and/or the Council Resolution referred to in Article 7.2(a) does not comply with that Article or Articles 7.2(d) or 7.2(e) or the definitions for Authorized Loan or Authorized Loan Payments, the Trustee shall not grant a security interest in the Trust Property for the Authorized Loan as directed by the Council Resolution and the Trustee shall notify the Council in writing of same with details of any non-compliance;
- (c) subject to the foregoing, the Trustee is authorized and irrevocably directed to pay any applicable fees for the Authorized Loan and to make Authorized Loan Payments as they become due and payable out of the Trust Property, and the Trustee shall make any such payments until the Authorized Loan has been repaid or until the Trustee is, in a manner consistent with this Agreement, otherwise directed by way of a written agreement between the Council and the Financial Institution to which the Authorized Loan Payments are made;
- (d) subject to Article 7.5, the amount of all Authorized Loan Payments, in aggregate in any Fiscal Year, shall not, at the time of entering into any Authorized Loan, exceed thirty percent (30%) of the projected Annual Payment for the Fiscal Year to be calculated based on the value of the Trust Property at that time but, for greater certainty, once the Trustee has commenced making any Authorized Loan Payments, the Trustee shall continue to make such payments, notwithstanding that the amount of all Authorized Loan Payments may, in aggregate, exceed ninety thirty (30%) of the amount of the Annual Payment after any Authorized Loan Payments are made; and

- (e) the Trustee shall not permit, in any Fiscal Year, the total amount of all outstanding Authorized Loans to exceed, in aggregate, an amount equal to fifty percent (50%) of the market value of the Trust Property as of the date of the Authorized Loan, but, for greater certainty, once an Authorized Loan is approved, the Authorized Loan shall remain in effect, notwithstanding that the amount of all existing Authorized Loans may, in aggregate, exceed fifty percent (50%) of the market value of the Trust Property after the Authorized Loan was approved.
- 7.3 The Trustee shall make Authorized Loan Payments and satisfy any Authorized Loan notwithstanding that the Authorized Loan Payment or Authorized Loan may benefit the Trustee, its agents, affiliates or related entities, persons, or corporations.
- 7.4 Upon direction by Council Resolution, the Trustee shall have the authority to purchase risk management derivatives related to any Authorized Loan, to use the Trust Property as collateral with respect to any Authorized Loan, including granting a mortgage, pledge, security interest, or charge against all or any portion of the Trust Property and to make the Authorized Loan Payments, and any other payments related to risk management derivatives subject to and in compliance with this Agreement, and to execute and deliver to the applicable Financial Institution all such security and such other documents as may be required in connection with any Authorized Loan.
- 7.5 For greater certainty, notwithstanding the above restrictive provisions of this Article 7, the Council may enter into an Authorized Loan that is a short-term bridge loan, in connection with payment of Compensation to the Nation, to finance the Distribution and Settlement Costs which may exceed the limit imposed in Article 7.2(d), and the proceeds of such loan shall be deposited to the Trust Account to be distributed by the Trustee per the terms of this Agreement, provided that such short-term bridge loan will be retired as soon as possible following the Compensation date from the Trust Property, such payment being permitted as an encroachment on Trust Property.

Article 8 – Authorized Expenses

- 8.1 The Trustee may pay all Authorized Expenses out of the Trust Property.
- 8.2 The Trustee shall pay (to the extent that it is practicable) out of the cash receipts of the Trust that would otherwise give rise to non-attributable income that portion of the Authorized Expenses that is both deductible in computing the Annual Income and was incurred for the purpose of producing the Non-attributable Income.
- 8.3 On or before October 31 of each Fiscal Year the Trustee shall prepare and provide to Sweetgrass an annual operating budget outlining the estimated Authorized Expenses to be incurred for the ensuing Fiscal Year.
- 8.4 The Council will review the annual operating budget prepared by the Trustee and provide its comments, if any, by way of a Council Resolution on or before November 30 of each Fiscal Year. The Trustee is obliged to consider the Council's comments received, if any, but retains final control over the annual operating budget for the ensuing Fiscal Year.
- 8.5 Either the Council or the Trustee may propose amendments to the annual operating budget for a Fiscal Year provided that such a proposal is prepared and provided to the Trustee by way of Council Resolution, or to the Council by the Trustee, and any discussion of that proposal takes place before thirty days after it was sent to the Council or to the Trustee. The Trustee is obliged to consider an amendment proposed by Council but the Trustee retains final control over whether or not the annual operating budget will be

amended as it proposed or as the Council proposed.

- 8.6 For greater certainty, the Trustee is authorized to pay Settlement Costs from the Trust Property as an Authorized Expense.
- 8.7 For greater certainty, the Trustee shall be entitled to receive and shall be paid out of the Trust Property the fees, reimbursements, and other remuneration provided for in the Trustee Services Agreement, as amended in writing from time to time by the Parties, and the terms of the Trustee Services Agreement shall be valid and binding in all respects to fix the remuneration payable to the Trustee.

Article 9 – Duties of the Trustee

- 9.1 The Trustee shall exercise reasonable care, diligence, and skill in performing its duties in the best interests of the Beneficiary.
- 9.2 The Trustee shall track Secondary Income to ensure there is no Secondary Income retained within the Trust.
- 9.3 In accordance with Article 12, the Trustee shall fully cooperate with the Replacement Trustee.
- 9.4 In order to avoid any adverse tax consequences, the Trustee shall, in each Fiscal Year, distribute the Annual Payment, Authorized Loan Payments, and Authorized Expenses firstly from any Secondary Income, secondly, from Annual Income, and lastly, from the Trust Property.
- 9.5 The Trustee shall file any required tax returns or other filings, withhold from any payments any required tax amounts and remit all taxes and other assessments required by any applicable law to be so withheld and remitted.
- 9.6 The Trustee shall, in the execution of all agreements and documents pertaining to the business of the Trust, make it clear that it is doing so in its capacity as Trustee and not in its own capacity and, in so doing, the Trustee shall bind the Trust without rendering itself, the Council of Sweetgrass First Nation, or the Beneficiary liable.
- 9.7 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.
- 9.8 The Trustee shall maintain adequate records of all transactions affecting the Trust Property and shall provide the Council, its employees or agents, by appointment and in the presence and supervision of the Trustee, with a reasonable opportunity to review all ledgers, registers, documents and recordings of transactions affecting the Trust Property and, subject to reasonable application of privacy and privilege laws and principles and trust accounting principles, the Trustee shall, upon specific written request evidenced by a Council Resolution, provide copies of such records to the Council.
- 9.9 Within one hundred and twenty (120) days of the end of each Fiscal Year, the Trustee shall cause to be prepared financial information in respect of the Trust and the Trust Property for that Fiscal Year and shall prepare, make available, and provide an annual report to the Council on the activities related to the Trust, including:

- (a) the opening and closing market values of the Trust Property;
 - (b) a summary of the deposit activity including additions to capital, net realized capital gains and losses, interest income, dividend income, and other investment income on an annual and cumulative basis;
 - (c) a summary of all distributions, transfers, and payments from the Trust Account on an annual;
 - (d) a summary of Authorized Loans and Authorized Loan Payments made on behalf of the First Nation; and
 - (e) a copy of the trust accounting statements:
 - i. 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 Trust Property for that Fiscal Year; and
 - ii. audited in accordance with Canadian generally accepted auditing standards by an Auditor.
- 9.10 The Council shall select an Auditor to be appointed to audit the annual trust accounting statements referred to in Article 9.9, the cost of which shall be allowed as an Authorized Expense.
- 9.11 The Trustee shall, upon a minimum of thirty (30) days' notice from the Council, attend at least one (1) community information meeting per year on such dates, times and locations as directed by the Council to review the annual report of the Trustee and to report on the administration of the Trust Property, including information conveyed to Council in accordance with Article 9.9.
- 9.12 If the Trustee must, in its judgment, exercise any discretion on administrative or procedural matters not specifically provided for in this Agreement, the Trustee shall take all reasonable steps to notify and inform the Council before exercising any such discretion if practical to do so.
- 9.13 The Trustee shall within a reasonable time period notify the Council in writing of any material breach of this Agreement of which they become aware.

Article 10 – Powers of the Trustee

- 10.1 Without limiting or derogating from the powers, authorities, discretions, and immunities otherwise available to the Trustee, whether under any statute or at law or otherwise, the Trustee shall have and be vested with all the powers and capacities that a natural person would have in the management, investment, supervision, and administration of their own properties except as expressly limited by the terms of this Agreement, and as to which its judgment shall be final and conclusive. Without restricting the generality of the foregoing, the Trustee is hereby authorized to exercise the following powers and authorities in its absolute discretion:
- (a) the Trustee will delegate all voting privileges upon or in respect of any investment held as part of this Trust to the respective investment manager(s), if any, responsible for the selection and monitoring of that investment;
 - (b) the Trustee is authorized to execute and deliver all deeds or instruments for the proper

administration and management of the Trust Property and may leave in the custody of any or all of the Trust Property, certificates, instruments, documents or other written materials that evidence Authorized Investments with an agent for safekeeping;

- (c) except as otherwise provided in this Agreement, the Trustee shall have the power to allocate receipts, disbursements, and losses to capital or to income in accordance with trust law principles;
- (d) except as otherwise provided in this Agreement, the Trustee may make any allocation, determination, designation or election required, permitted or contemplated by the *Income Tax Act* with respect to any property, income, expense or other matter of, or pertaining to, the Trust or the Trust Property in the same manner and to the same extent as any person might do. The Trustee may identify and choose the source of income and capital payments, pay income and any portion thereof according to its source and designate the payments as having arisen from a particular source;
- (e) the Trustee may pay from the Trust Property all withholding taxes, income taxes, Goods and Services Tax, and any other charges that the Trust or the Trustee shall be liable to pay which may be levied under the laws of Canada, Saskatchewan, or any other applicable jurisdiction;
- (f) the Trustee, acting reasonably, may retain legal counsel, accountants, financial advisors, or any other expert or professional person respecting the administration of this Trust, but the Trustee shall first notify the Council in writing upon retaining any such persons and incurring any expense for such advice or services;
- (g) the Trustee may institute and defend proceedings at law and shall have the power to arbitrate, defend, enforce, release, or settle any claim by or against the Trust, providing it has first notified the Council in writing;
- (h) the Trustee may deposit Trust Property, including cash, in or with any Financial Institution affiliated or related to the Trustee, or any agent of or advisor to the Trustee (collectively, "Authorized Affiliates") notwithstanding that any of the Authorized Affiliates may benefit therefrom and shall not be required to account for, or to give up, any such benefit. For greater certainty, it shall not be improper for the Trustee to deposit Trust Property, including cash, in or with the Trustee or its affiliated, subsidiary, holding or related companies, notwithstanding any benefit realized as a result, including retaining a profit in excess of interest paid (if any) on, or fees payable to any affiliated or related companies in respect of, such deposit or custody arrangement;
- (i) the Trustee shall hold the Trust Property or any part thereof at any place or places and may move the Trust Property from place to place inside or outside the Province of Saskatchewan, from time to time;
- (j) the Trustee shall have the power to arrange, when requested by the Council, risk management derivatives related to any Authorized Loan to use the Trust Property as collateral with respect to any Authorized Loan, including granting a mortgage, pledge, security interest, or charge against all or any portion of the Trust Property and to make the Authorized Loan Payments, and any other payments related to risk management derivatives subject to and in compliance with this Agreement, and to execute and deliver to the applicable Financial Institution all such loan agreements, security and such other

documents as may be required in connection with any Authorized Loan; and

- (k) the Trustee is authorized to provide to the Financial Institution that is considering providing or has provided any Authorized Loan such information regarding the business and affairs of the Trust as such Financial Institution may request from time to time.

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

Article 11 – Liability of Trustee

- 11.1 Notwithstanding anything to the contrary in this Agreement, the Trustee shall not be responsible for ensuring that Canada deposits the Compensation payable to the First Nation to the Trust Account pursuant to the terms of any settlement agreement or court order and the Trustee shall have no responsibility if Canada fails to deposit any such payments as required to the Trust Account. The First Nation agrees that it shall have the sole responsibility to pursue Canada for any defaults in the payment and deposit of Compensation to the Trust Account.
- 11.2 The Trustee shall have no obligation or liability for the actions or performance of the Investment Manager. Specifically, the Trustee shall not be responsible for any losses to the Trust Property arising from the investment of Trust Property in Authorized Investments other than ensuring such investments comply with the Investment Policy and this Agreement.
- 11.3 Provided that the Trustee has complied with its obligations under Article 6, 7, and 9 of this Agreement, the Trustee shall not be liable or accountable for any loss or damage to the Trust resulting from any Authorized Loan, including a bridge-loan contemplated in Article 7.5, or the making of any Authorized Loan Payments as directed by the Council.
- 11.4 The Trustee shall have no obligations or liabilities in relation to any funds once they are transferred or paid out of the Trust and cease to be Trust Property. For greater certainty, Authorized Investments shall at all times be deemed to be Trust Property.
- 11.5 The Trustee shall not be liable for losses and damages to the Trust or the Beneficiary provided that the Trustee has at all times complied with the terms of this Agreement, acted honestly, in good faith, and has exercised reasonable skill and prudence in the administration and management of the Trust Property.
- 11.6 The Trustee shall be indemnified and saved harmless out of the Trust Property from and against all claims, liabilities, and demands of any kind or nature whatsoever arising from the performance of the Trustee's obligations and duties, providing that a court of law has determined the Trustee has

complied with the terms of this Agreement, acted honestly, in good faith, and has exercised reasonable skill and prudence in the administration and management of the Trust Property. Notwithstanding anything to the contrary in this Agreement, the Trustee shall be entitled to be indemnified from the Trust Property, but only to the extent of the amount of the Trust Property at any given time.

- 11.7 In the event that that any liability is imposed by a court of law on the Trustee in relation to its obligations or duties under this Trust, the Trustee will be entitled to indemnification from the Trust Property for the resulting loss from such liability, provided that the court of law determines that the Trustee acted reasonably and in good faith and in accordance with the terms and conditions of this Agreement.
- 11.8 In the event that that a legal proceeding is commenced against the First Nation, the Council or a member of the Council, Investment Manager, Investment Consultant, legal counsel, or advisor in relation to any obligations or duties under this Trust, that party shall be indemnified and saved harmless out of the Trust Property for the resulting loss from such liability, provided that a court of law determines that such person had at all material times acted honestly and in good faith and exercised reasonable skill and prudence in exercising their duties under this Agreement.

Article 12 – Term, Resignation, Removal and Replacement of the Trustee

- 12.1 Subject to this Article, the term of appointment of the Trustee shall be from the date of execution and continue for five (5) years therefrom. Where the term of appointment of a Trustee expires, the term shall automatically be extended until such time as the Council either extends the Trustee's term in writing through a Council Resolution or appoints a successor Trustee in accordance with this Article.
- 12.2 The Trustee may resign and cease to act under this Agreement by providing not less than ninety (90) days prior written notice to the Council or upon such earlier date as may be agreed between the Council and Trustee. No such resignation shall be effective until a new Trustee has been appointed by the Council. If no new Trustee has been appointed following the notice period then the Trustee may apply to the Saskatchewan Court of King's Bench for direction to approve the Trustee's resignation.
- 12.3 Within sixty (60) days of receiving the Trustee's notice of resignation, the Council shall appoint a new trustee and shall provide written directions to the Trustee instructing it to transfer the Trust Property to the new trustee.
- 12.4 The Council may remove the Trustee by Council Resolution and shall provide at least sixty (60) days prior written notice to the Trustee setting out the following information:
- (a) that the Trustee has been removed pursuant to this Article;
 - (b) that a replacement Trustee has been selected, and stating the name and contact information for such replacement Trustee; and
 - (c) the effective date of the removal of the Trustee.
- 12.5 For greater certainty, the Council may waive or reduce the sixty (60) day period set out in Article 12.4 by agreement of the Trustee, and replacement Trustee.

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- 12.6 Immediately upon receipt of such notice, the Trustee shall provide a copy of the notice to any Financial Institution that has provided an Authorized Loan and a written acknowledgement by the replacement Trustee that it shall assume all of the obligations of the Trustee under this Agreement.
- 12.7 Prior to serving notice of termination to the Trustee, the Council shall have selected a replacement Trustee.
- 12.8 The resignation or removal of the Trustee does not affect any rights, obligations, liabilities, or responsibilities of the Trustee which accrued prior to the date of resignation or termination of the Trustee.
- 12.9 Upon the resignation or upon termination of the Trust in accordance with Article 14, the Trustee may prepare the necessary documentation for a passing of the accounts by the Saskatchewan Court of King's Bench and deliver same to the First Nation within one hundred and twenty (120) days of the date it ceases to act as Trustee.

Article 13 – Amendments

- 13.1 As a general principle, but subject to other specific provisions of this Article, amendments may be made to this Agreement provided that the proposed amendments have been approved by Council Resolution and a majority of Electors who cast ballots in a referendum vote held pursuant to the process set out in any applicable code or bylaw enacted by the First Nation from time to time. For greater certainty, amendments may be made to this Agreement during the ratification process of the settlement of a specific claim.
- 13.2 To ensure that Trust Property is preserved and protected for the long-term use and benefit of the beneficiary, no amendments are permitted to any provisions of this Agreement which would have the effect of allowing any encroachment upon, Distribution, or reduction of the Trust Property. For greater certainty, the percentage amount set out in the definition of Annual Payment may be amended provided that it shall not exceed three percent (3%) for the purposes of the calculation set out in that definition.
- 13.3 Notwithstanding any of the foregoing, amendments may be made to this Agreement by Council Resolution to correct an error or other defect in the Agreement, to improve the administrative efficiency of this Agreement, or to minimize any adverse tax implications arising as a result of changes in law. Any such amendments shall be approved by Council Resolution after receipt of a written opinion from the Nation's legal counsel explaining the legal implications and benefits of the proposed amendments and also stating that the amendments do not substantially alter the entitlements or obligations of the parties hereto, including the beneficial interest of the First Nation, or the purposes of this Trust.
- 13.4 The Investment Policy may be amended, from time to time, in the same manner as set out in Article 5.2.
- 13.5 The Council shall certify in writing by Council Resolution that any amendments made to this Agreement or the Investment Policy have been made in compliance with this Article and the Council shall provide a copy of the amended Trust Agreement or Investment Policy, as the case may be, to the Trustee, Investment Consultant, and/or Investment Manager, if any, forthwith upon approval by Council Resolution.

- 13.6 Any Party to this Agreement may apply to the Saskatchewan Court of King's Bench for advice and direction regarding any question relating to the scope and extent of the powers conferred in this Agreement.
- 13.7 For greater certainty, under no circumstances is the termination of this Trust to be considered a permitted amendment to this Agreement.

Article 14 – Duration and Termination of the Trust

- 14.1 Upon receipt of all or any portion of any Compensation in the Trust, this Trust is intended to remain in perpetuity for the long-term use and benefit of the First Nation.
- 14.2 If this Trust is terminated by order of a court for any reason after the initial Compensation Date, the Trustee shall pay forthwith any outstanding amounts owing for Authorized Expenses and Authorized Loans and shall transfer the remaining balance of the Trust Property to the First Nation, or such other person or trustee as may be designated by Council, to be deposited in a new trust or invested in accordance with a plan proposed by Council, provided that the plan has been ratified by a majority of the Electors who cast ballots in a referendum vote held pursuant to the process set out in any applicable code or bylaw enacted by the First Nation from time to time.
- 14.3 For greater certainty, if this Trust is terminated and the balance of the Trust Property has been transferred to the First Nation to be transferred to another trust in accordance with Article 14.2, the Trustee shall be discharged in relation to the performance of its duties and shall have no further liability or obligation to ensure that the Trust Property is deposited in a new trust or invested as contemplated herein.

Article 15 – Notices

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

- (a) To the Beneficiary:

Sweetgrass First Nation
P.O. Box 147
Gallivan, SK S0M 0X0
Attention: Chief and Council
Telephone: (306) 937-2990
Facsimile: (306) 937-7010

- (b) To the Trustee:

[Insert]

[Insert]

[Insert]

Attention: [Insert]

Facsimile: [Insert]

- 15.2 Any Written Communication under this Agreement will be deemed to have been given or made, and received:
- (a) if delivered personally, or by courier, when receipt of the Written Communication is accepted;
 - (b) if sent by registered mail prepaid postage, when the postal receipt is acknowledged by the addressee, provided that in the event of an anticipated or actual stopping of postal service registered mail shall not be used; or
 - (c) if sent by email, when the sender receives confirmation that the email has been sent and in the event that receipt is disputed, the date listed on a copy of the email which evidences that the email was sent to the email address of the recipient.
- 15.3 If the Trustee or Beneficiary change their address, email address, or facsimile number, such Party shall provide notice of the change to the others in the manner set out herein.
- 15.4 It is agreed that the Trustee and the Beneficiary will not have to constantly monitor their respective facsimile machines or email, and need only use reasonable efforts to do so.
- 15.5 Notwithstanding anything to the contrary, the Trustee is not required to act upon any Written Communication until it has received an original of same.
- 15.6 For the purposes of this Article, “business day” means the day on which the Trustee is generally considered open for business at its office for the purposes of notice and, for greater certainty, excludes Saturday, Sunday, and statutory holidays.

Article 16 – General

- 16.1 This Agreement represents the entire agreement among the Parties regarding the subject matter hereof and there are no other terms, conditions, or agreements respecting the subject matter of this Agreement other than as specifically stated.
- 16.2 This Agreement will be interpreted and enforced in accordance with the laws of the Province of Saskatchewan and any applicable laws of Canada.
- 16.3 The terms of this Agreement will have priority over any conflicting term in any other agreement in relation to the Trust Property.
- 16.4 No provision of this Agreement will be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the Parties hereto is limited to such default and will not extend to any other default.
- 16.5 This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
- 16.6 The division of this Agreement into articles and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

- 16.7 Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- 16.8 All dollar amounts referred to in this Agreement are in lawful money of Canada.
- 16.9 Any reference to a statute, statutory provision or law shall be interpreted as to include all applicable subordinate and superordinate legislation, rules, regulations, orders, directives and any associated legislative or statutory amendments, extensions, modifications, consolidations or re-enactments as promulgated and in force at the time that reference or recourse to, or the interpretation of such statute, statutory provision or law is required or made in connection with this Agreement.
- 16.10 It is intended that all the provisions of this Agreement will be fully binding and effective between the Parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable, or unenforceable for any reason whatever, then the particular provision or provisions will be deemed severed from the remainder of this Agreement and all other provisions will remain in full force.
- 16.11 Each Party will, at any time and from time to time, upon request by any other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent, and meaning of this Agreement.
- 16.12 Time shall be of the essence in this Agreement.
- 16.13 Where there is a reference to a number of days in this Agreement, unless noted otherwise as being business day(s), it is deemed to be a reference to calendar days and in calculating the number of days the day on which the first event happens is excluded and the day on which the last event happens is included.
- 16.14 This Agreement enures to the benefit of and is binding on the Parties and their respective successors and permitted assigns.
- 16.15 The Trustee can assume the genuineness of all signatures, the legal capacity of all individuals, the authenticity of all documents submitted to them as originals and the conformity to authentic original documents of all documents submitted to them as copies, photostatic, certified or otherwise.

IN WITNESS WHEREOF the Sweetgrass First Nation as represented by its duly elected Chief and Council, for themselves and on behalf of the Sweetgrass First Nation have executed this Agreement under their respective hands this ____ day of _____, 2024, at _____ in the Province of _____.

Sweetgrass First Nation as represented by its Council

Witness as to the signature of the Chief

Chief Lorie Whitecalf

Witness as to the signatures of all the
Councillors

Councillor Trina Albert

Councillor Donovan Arcand

Councillor Lamarr Oksasikewiyin

Councillor Hazen Paskimin

Councillor Kelsey Pooyak

Councillor Isaac Thomas

IN WITNESS WHEREOF the authorized signing officers for and on behalf of [XYZ Trust] of Canada as Trustee for the Sweetgrass First Nation Legacy Trust have hereunto set their hands and seals this__ day of _____, 2024 at _____ in the Province of _____.

[XYZ Trust], Trustee for the Sweetgrass First Nation Legacy Trust

Per: _____

Per: _____

Together we have authority to bind the trust corporation.

Schedule “A”

Obligations and Powers of Council in The Trust Agreement

- Article 2 – FN appoints the Trustee
- Article 4.1 - Within ten (10) days of a Compensation Date, or as soon as practicable, the Council may provide the Trustee with an irrevocable Council Resolution setting out the Eligibility Date, the list of Members alive on the Eligibility Date, the amount payable to Members, the reasonable administration costs, and the timeframes, rules, and procedures which govern the Distribution.
- Article 4.4 – Council provides the Trustee with a Council Resolution confirming that a Sweetgrass Minor has reached the age of eighteen (18) years old to enable the Minor to receive the PCD payment from either the Trustee or the Nation.
- Article 4.4 (b) – Council provides the Trustee with a Council Resolution ensuring that the Minor’s amount is paid to the Nation, as long as the Council Resolution confirms that the Nation intends to pay the Minor directly.
- Article 4.5(b) – Council provides the Trustee with a Council Resolution ensuring the Member who lacks capacity’s amount is paid to the Nation for the Nation to distribute accordingly.
- Article 4.6(b) – Council provides the Trustee with a Council Resolution directing the Trustee to pay or cause to be paid the remainder of the Distribution held in the Trust for that Member to the First Nation, upon receipt of a Council Resolution, confirming that the First Nation intends to distribute the funds to the beneficiaries of the Deceased Member’s estate or the legal representative of the Estate.
- Article 4.7 – six (6) months following the transfer of funds from the Trust Account to the Distribution Account pursuant to Article 4.1, council shall direct that any funds remaining in the Distribution account, including interest generated, be transferred into the Trust Account as a contribution to the Trust.
- Article 4.8 – if Council received evidence that a Member who was alive on the Eligibility Date did not receive a Distribution, Council can provide a Council Resolution to the Trustee confirming such evidence, and the Trustee is then authorized to pay the Member from the Trust Property.
- Article 4.10 – Refers to the Council Resolutions described in 4.4(b), 4.5(b), and 4.6(b).
- Article 5.2 - Council shall approve and may amend, from time to time, the Investment Policy upon receipt of advice from the Investment Consultant, and/or the Investment Manager, if any, and the Trustee setting out the policy, objectives, and framework for the investment of Trust Property in Authorized Investments providing that such Investment Policy is consistent with this Agreement and the principles governing the prudent investment of the Trust Property as set out in the *Trustee Act*. The Investment Policy, and any amendments thereto, must be accepted by the Trustee.
- Article 5.4 – Council provides a Council Resolution to the Trustee approving the investment manager.
- Article 5.7 - Council can request information from the Trustee on the market value and performance of the portfolio, and confirming that the Authorized Investments comply with the Investment Policy.
- Article 6.2 - As soon as is reasonably possible after the Sweetgrass Fiscal Year End, Council shall have an auditor prepare an audited statement that best reports on the receipt and uses of funds received, which details the receipt and use of the funds deposited to the Revenue Account, along with any Authorized Loans obtained by Sweetgrass and amount of Authorized Loan

Payments made by the Trustee on behalf of Sweetgrass under Article 7, for the prior Fiscal Year and shall have such statement presented to the Members. A copy of such audited statement shall be posted on the Sweetgrass web page to the extent such a page is maintained by Sweetgrass and provided to any Member upon request.

- Article 7.2 – Council can enter an authorized loan.
- Article 7.2(a) Council shall provide the Trustee with a Council Resolution and attached Loan Documentation.
- Article 7.4 – Council Resolution can be provided to the Trustee to authorize the Trustee to purchase risk management derivatives related to any Authorized Loan, to use the Trust Property as collateral with respect to any Authorized Loan, including granting a mortgage, pledge, security interest, or charge against all or any portion of the Trust Property and to make the Authorized Loan Payments, and any other payments related to risk management derivatives subject to and in compliance with this Agreement, and to execute and deliver to the applicable Financial Institution all such security and such other documents as may be required in connection with any Authorized Loan
- Article 8.4 – Council will review the annual operated budget prepared by the Trustee in pursuant to Article 8 and provide comments, if any, by way of Council Resolution on or before November 30 of each Fiscal Year.
- Article 8.5 – Council may propose amendments to the operating budget for a fiscal year prepared and provided to the Trustee by way of council Resolution.
- Article 9.10 Council shall select an Auditor to be appointed to audit the annual trust accounting statements referred to in Article 9.9.
- Article 9.11 – Council can provide the Trustee with notice that the Trustee shall attend a community information meeting to review the annual report of the Trustee and report on the administration of the Trust Property, including information conveyed to Council in 9.9
- Article 10.1(j) Council can request that Trustee arrange risk management derivatives related to any Authorized Loan to use the Trust Property as collateral with respect to any Authorized Loan, including granting a mortgage, pledge, security interest, or charge against all or any portion of the Trust Property and to make the Authorized Loan Payments, and any other payments related to risk management derivatives subject to and in compliance with this Agreement, and to execute and deliver to the applicable Financial Institution all such loan agreements, security and such other documents as may be required in connection with any Authorized Loan
- Article 12.1 – Council resolution extending the Trustee's term after the initial five (5) year term, or appointing a successor Trustee.
- Article 12.2 – If the Trustee resigns, Council should appoint a new Trustee.
- Article 12.3 – Council shall appoint a new Trustee within sixty (60) days of the Trustee's resignation, and provide written directions to the Trustee instructing the Trustee to transfer the Trust Property to the new Trustee.
- Article 12.4 – Council may remove the Trustee by Council Resolution and shall provide at least sixty (60) days prior written notice to the Trustee setting out the following information:
 - That the Trustee has been removed pursuant to Article 12.4;
 - That a replacement Trustee has been selected, and stating the name and contact information for such replacement Trustee; and
 - The effective date of the removal of the Trustee.

- Article 12.5 – Council may waive or reduce the sixty (60) day period by agreement with the Trustee and replacement Trustee.
- Article 12.7 – Prior to having provided the notice in 12.4, the Council shall have selected a replacement Trustee.
- Article 13.1 – Amendments may be made to the Trust Agree provided that they have been:
 - Approved by Council Resolution; and
 - Approved by a Majority of Electors who Cast ballots in a referendum vote held pursuant to the process set out in the applicable code or bylaw encated by the First Nation from time to time.
- Article 13.3 – Council can make administrative amendments, correct an error or defect in the Agreement, or minimize any adverse tax implications arising as a result of changes in law. These amendments must be approved by Council Resolution after council receives a written legal opinion from the Nation’s legal counsel explaining the legal implications and benefits of the proposed amendments, and stating that the amendments do not substantially alter the entitlements or obligations often parties, including the beneficial interest of the Nation, or the purpose of the trust.
- Article 13.5 – Council shall certify in writing that any amendments to the Agreement or investment policy has been made in compliance with Article 13, and the council shall provide a copy of the amended Trust Agreement or Investment Policy as the case may be, to the Trustee, investment consultant, and/or investment manager upon approval by Council Resolution.
- Article 14.2 – if the Trust is terminated, the Council will designate another party or trustee to whom the residue of the Trust shall be deposited.
- Article 15.3 – Nation must notify the Trustee of a change of address, email address, or facsimile number.



PO BOX 147 GALLIVAN
SASKATCHEWAN
S0M 0X0

Phone: 306-937-2990 Fax: 306-937-7010
reception@sweetgrassfirstnation.ca

SWEETGRASS FIRST NATION AGRICULTURAL BENEFITS CLAIM SETTLEMENT

BAND MEMBERSHIP INFORMATION SESSIONS SEPTEMBER 2024

Saturday, September 7, 2024	1:00 PM	Sweetgrass First Nation Community Centre
Sunday, September 8, 2024	5:00 PM	Saskatoon, SK Saskatoon Inn & Conference Centre 2002 Airport Drive
Tuesday, September 10, 2024	5:00 PM	Edmonton, AB Edmonton Inn & Conference Centre 11834 Kingsway NW
Thursday, September 12, 2024	5:00PM	Online A zoom link will be provided on the Sweetgrass Mobile App closer to the date

A MEAL WILL BE PROVIDED AT EACH LOCATION

WE RESPECTFULLY ASK THAT ONLY THOSE 18 & OVER ATTEND



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SWEETGRASS FIRST NATION AGRICULTURAL BENEFITS CLAIM SETTLEMENT

BAND MEMBERSHIP RATIFICATION VOTES SEPTEMBER 2024

Tuesday, September 17 (Advance Poll)	8AM – 8PM	Edmonton, AB Edmonton Inn & Conference Centre 11834 Kingsway NW
Thursday, September 19 (Advance Poll)	8AM – 8PM	Saskatoon, SK Western Development Museum 2610 Lorne Ave
Saturday, September 21	8AM – 8PM	Sweetgrass First Nation Community Centre

**Online Voting will Open on Tuesday September 17 at 8AM and
continue until Saturday September 21 at 8PM via OneFeather.**



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SWEETGRASS FIRST NATION AGRICULTURAL BENEFITS CLAIM SETTLEMENT INFORMATION PACKAGE

NOTE that the Information Package is marked ***PRIVATE AND CONFIDENTIAL***. It is for Sweetgrass Band Members only.

A copy of the information package will be available on the Sweetgrass First Nation Mobile App.

If you would like to access a copy, or have trouble with the Mobile App, please contact the ratification officer for a copy of the information package.

RATIFICATION OFFICER INFORMATION

OneFeather

Contact:

Name: OneFeather Mobile Technologies

Email: voterhelp@OneFeather.ca

Phone: (250) 384-8200



**SWEETGRASS
FIRST NATION**

PO BOX 147 GALLIVAN
SASKATCHEWAN
S0M 0X0

Phone: 306-937-2990 Fax: 306-937-7010
reception@sweetgrassfirstnation.ca

SWEETGRASS FIRST NATION TREATY 6 AGRICULTURAL BENEFITS SETTLEMENT AGREEMENT

SCHEDULE 2 BALLOT QUESTION

As a Voter of the First Nation, do you:

- (a) **agree** to all the terms and conditions of the Sweetgrass First Nation Treaty 6 Agricultural 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 Sweetgrass First Nation Treaty 6 Agricultural 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.

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)

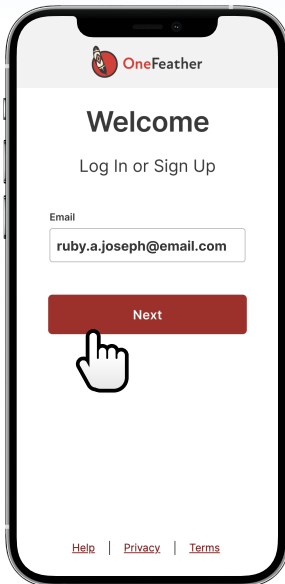
Scan the QR code to get started →



Or go directly to members.onefeather.ca

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

1 Enter your personal email



OneFeather

Welcome

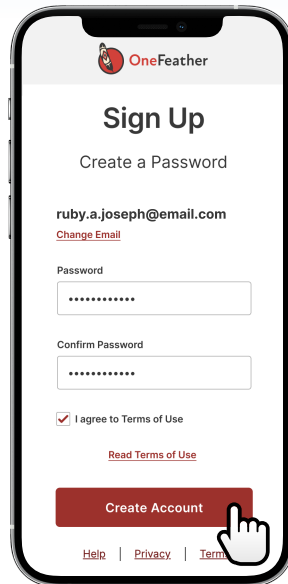
Login or Sign Up

Email

[Next](#)

[Help](#) | [Privacy](#) | [Terms](#)

2 Create a password



OneFeather

Sign Up

Create a Password

[Change Email](#)

Password

Confirm Password

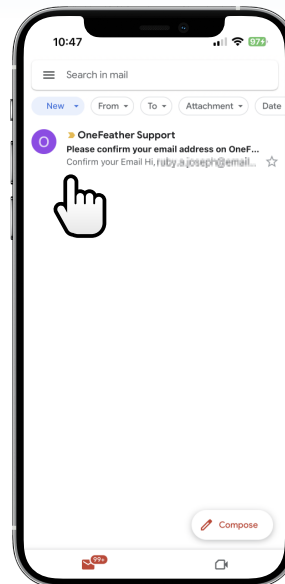
☒ I agree to Terms of Use

[Read Terms of Use](#)

[Create Account](#)

[Help](#) | [Privacy](#) | [Terms](#)

3 Check your email & confirm



10:47

Search in mail

New From To Attachment Date

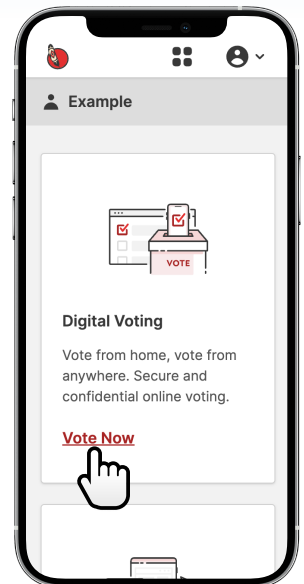
OneFeather Support

Please confirm your email address on OneF...


Confirm your Email Hi, ruby.a.joseph@email...

[Compose](#)

4 Click on Digital Voting



Example



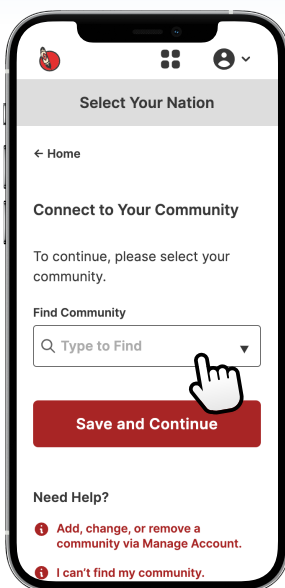
Digital Voting

Vote from home, vote from anywhere. Secure and confidential online voting.

[Vote Now](#)

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

5 Connect to your Nation



Select Your Nation

← Home

Connect to Your Community

To continue, please select your community.

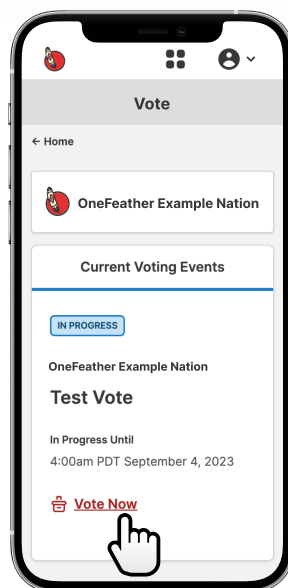
Find Community

[Save and Continue](#)

Need Help?

- 1 Add, change, or remove a community via Manage Account.
- 1 I can't find my community.

6 Find the voting event



Vote

← Home

OneFeather Example Nation

Current Voting Events

[IN PROGRESS](#)

OneFeather Example Nation

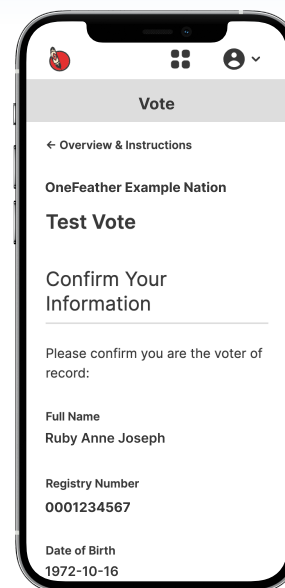
Test Vote

In Progress Until

4:00am PDT September 4, 2023

[Vote Now](#)

7 Confirm your information



Vote

← Overview & Instructions

OneFeather Example Nation

Test Vote

Confirm Your Information

Please confirm you are the voter of record:

Full Name

Ruby Anne Joseph

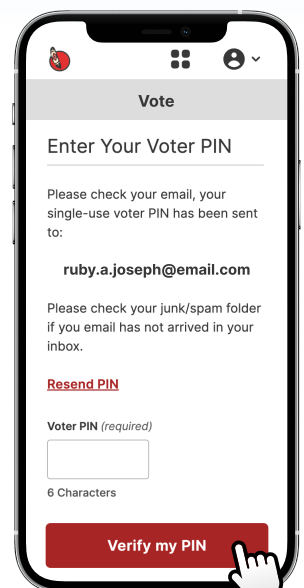
Registry Number

0001234567

Date of Birth

1972-10-16

8 Enter the PIN emailed to you



Vote

Enter Your Voter PIN

Please check your email, your single-use voter PIN has been sent to:

ruby.a.joseph@email.com

Please check your junk/spam folder if your email has not arrived in your inbox.

[Resend PIN](#)

Voter PIN (required)

6 Characters

[Verify my PIN](#)

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.