

COURT FILE NUMBER  
COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE

1103 14112



EDMONTON

IN THE MATTER OF THE TRUSTEE ACT,  
RSA 2000, c T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE BAND  
INTER VIVOS SETTLEMENT CREATED BY  
CHIEF WALTER PATRICK TWINN, OF THE  
SAWRIDGE INDIAN BAND, NO. 19 now  
known as SAWRIDGE FIRST NATION ON  
APRIL 15, 1985 (the "1985 Sawridge Trust")

APPLICANTS

ROLAND TWINN, CATHERINE TWINN,  
WALTER FELIX TWIN, BERTHA  
L'HIRONDELLE, and CLARA MIDBO, as  
Trustees for the 1985 Sawridge Trust (the  
"Sawridge Trustees")

DOCUMENT

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

**AFFIDAVIT OF PAUL BUJOLD**

Dentons Canada LLP  
2900 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3V5

Attention: Doris C.E. Bonora  
Telephone: (780) 423-7100  
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File No: 551860-1-DCEB

I hereby certify this to be a  
true copy of the original.  
for Clerk of the Court

I, Paul Bujold, of Edmonton, Alberta, make oath and say that:

1. I am the Chief Executive Officer of the 1985 Sawridge Trust and as such have personal knowledge of the matters hereinafter deposed to unless stated to be based upon information and belief, in which case I verily believe the same to be true.
2. I have reviewed the affidavit of Catherine Twinn ("Catherine") filed September 30, 2015 (the "September 30 Affidavit") and wish to provide by this affidavit my response to the

evidence provided in the September 30, affidavit. I also wish to respond to other evidence provided by Catherine in the course of litigation in the 1103 14112 ("1103") and 1403 04885 ("1403") actions.

### **History of the trusts**

3. I have provided the history of the Sawridge 1985 Trust and the 1986 Trusts in my affidavits filed in action 1103. Attached hereto and marked as Exhibit "A" are such affidavits.
4. In both the 1985 Trust Deed and the 1986 Trust Deed, the Trustees are to make decisions by majority. This is set out in paragraph 13 of both Trust Deeds (Exhibit "A").

### **Code of Conduct**

5. A Code of Conduct was instituted by the Trustees to govern both the 1985 and 1986 Trusts. The Code of Conduct sets a procedure for the resolution of disputes and provides guidance for behaviour of the Trustees. The Code of Conduct says that majority decision governs in Schedules A, B1 and B 2. The Code of Conduct is attached hereto at Exhibit "B".
6. Paragraph 5 (f) of the Code of Conduct reads as follows:

Where possible, Trustees should work towards unanimous agreement; where unanimous agreement is not possible, Trustees shall try to come to a consensus; where neither of these is possible Trustees shall reach decisions by simple majority. In all cases, once a decision is made by the Trustees it should be respected and followed by all.

### **Value of the Trusts**

7. In respect of paragraph 3 of the September 30 Affidavit, I disagree with Catherine's assessment of the value of the 1985 and 1986 Trusts. Based on information that I have received from the companies, I believe that the value of the two Trusts was approximately \$140 million in 2015. The Trusts' assets are heavily dependent on the oil and gas industry and have been negatively affected by the present economic downturn



and the reduction in oil and gas activity. The Trusts have few liquid assets that are not earmarked for reinvestment in the Trusts' assets.

### **Composition of Family Groups**

8. In respect of paragraph 5 of the September 30 Affidavit, I agree with the composition of the family groups, however, only one descendant is a minor. The descendants are as follows:

- (a) 32 Twin(n) descendants;
- (b) 8 Potskin descendants; and
- (c) 5 Ward descendants.

### **Definition of beneficiary**

9. In respect of paragraph 6 of the September 30 Affidavit, the Trustees have not determined their position about amending the definition of "beneficiary" of the 1985 Trust because the Trustees have sought the direction of the Court. The Trustees have taken the following steps in resolving this definition:

- (a) They were advised by their legal advisors that the current definition of beneficiary in the 1985 Trust is discriminatory;
- (b) The Trust Deed prohibits amendment of the definition of beneficiaries. Thus it was necessary to seek the direction of the Court on whether the definition is discriminatory and seek the Court's direction on how to remedy the discriminatory provisions;
- (c) It was appealing to the Trustees to request the Court to change the definition to the "members" of the Sawridge First Nation ("SFN") as they understood from many sources that the intention of the settlor of the Trust was that the trust funds were for the benefit of the members. The 1982 Trust defined beneficiaries as members as does the 1986 Trust;

- (d) Some thought was given to having the Trustees determine membership but the Trustees were advised that they have no legal authority to be involved in the determination of the membership of individuals in SFN;
- (e) Catherine makes reference to requiring a process for the determination of the beneficiaries but no process would be necessary to determine the 1985 Trust beneficiaries if the definition is changed to "members".

### **Elected Officials as Trustees**

10. In respect of paragraph 9 of the September 30 Affidavit, there is only one Trustee who is an elected official, the Chief of SFN, Roland Twinn. The Trustees as of January 31, 2017 are:
  - (a) Catherine Twinn ("Catherine")
  - (b) Bertha L'Hirondelle ("Bertha");
  - (c) Roland Twinn (Chief of the Nation) ("Roland");
  - (d) Justin Twin ("Justin"); and
  - (e) Margaret Ward ("Margaret").
11. A review of the history of the Trusts shows that the Chief has always been a Trustee. Catherine was appointed by her husband, Chief Walter Twinn, who was then the Chief and a Trustee. Chief Walter Twinn continued to include elected officials as trustees until his death. Following the death of Chief Walter Twinn, Catherine appointed Bertha as a Trustee when Bertha became Chief and Catherine appointed Roland, a Band Councillor, who later became Chief of SFN. This is a small community and thus, the Chief knows the needs of its members and as the Trusts provide for the members of SFN, it is important for the Chief to be involved in the Trusts as a Trustee.
12. It is useful to have an elected official who can report on the needs of SFN to the Trustees. The Chief being a Trustee is in keeping with the long tradition of the Trusts in which Chief Walter was a Trustee until his death.

13. Catherine suggests that it is a conflict to have elected officials as Trustees. However, it was the settlor of the Trusts who set the provisions in the Trusts in respect of who should be Trustees. The Settlor did not prohibit elected officials as trustees. He set the standard and the practice of having elected officials involved in the Trusts.
14. Further:
  - (a) For many years, the Trustees of the 1985 Trusts were: Bertha and Clara (Chief Walter's sisters), Catherine (his widow), Roland (his son) and Walter Felix (his cousin). Catherine would have been involved in appointing all of these individuals. Catherine took no steps to change the long established practice of appointing elected officials as Trustees.
  - (b) The original Trustees of the 1986 Trust were Catherine, Chief Walter Twinn, and his brother George Twin (Trustee until his death 8 August 1997). Catherine did not object. George was also an elected official.
  - (c) The original Trustees of the 1985 Trust were Chief Walter Twinn and his brothers George and Samuel (Trustee until 28 June 1986). George was also an elected official during his time as a Trustee. Catherine was appointed in 1986 after Samuel died. Catherine was appointed along with Chief Walter Twinn's cousins Walter Felix Twin, a Band Councillor (Trustee until 2014) and Chester Twinn (Trustee until his death 22 January 1996). I have not seen any records which would suggest Catherine objected to the elected officials being appointed as Trustees.
  - (d) SFN has a small population. As a result, it is hard to find people to take on roles. Thus, suggesting that those who are elected in any position including the position of elder cannot be a Trustee removes a large number of eligible qualified candidates from acting as Trustees.

### **Independent Trustees**

15. I understand that Catherine now believes that the Trusts should change to have an independent Board of Trustees partially on the basis that such is the current trend in First Nation trusts. It is true that some First Nation trusts have independent trustees.

However, that is not universally true. I have learned that some First Nation leaders and trust experts indicate that complete independence may lead to the needs of the First Nation not being understood or met when the First Nation members are not involved in the Trusts. I attended a conference on First Nations trusts (National Aboriginal Trust Officers Association Conference), during which the speakers emphasized that it was important that the First Nation should not give up control and that the First Nation needed to keep a connection to the Trust. Severing that connection was not recommended.

16. There is no historical support for this position. The initial Trustees were members of SFN. The 1982 Trust had only elected members of SFN and thus the tradition is for members of or people connected with SFN to be appointed as Trustees.
17. I am advised by the Chief that there does not appear to be any support from the community for independent Trustees.
18. In respect of paragraph 11 of the September 30 Affidavit, prior to 1982, some assets were not necessarily held under trust deeds. At various times, assets were held individually in a bare trust by the lawyers for SFN and the Chief and other Band Councillors. This was the case especially when SFN was not considered a legal entity.
19. In respect of paragraph 12 of the September 30 Affidavit, Chief Walter Twinn was the settlor of the Trusts. However, he was not necessarily the settlor of the Trusts due to his position as Chief. As the Chief he would have had a direction from SFN Council on disbursement of funds. Funds from SFN were transferred to Chief Walter Twinn to hold in trust. The Funds were then transferred to the Trusts.
20. To have Trustees who are entirely independent of SFN would require an amendment of the Trust Deeds which requires the agreement of 80% of the beneficiaries. The Trustees believe that the beneficiaries do not want the Trusts to be run by outside Trustees who are not part of the community. As far as I know, Catherine has not undertaken any public attempt to obtain 80% agreement from the beneficiaries for an amendment to the Trusts.

**Resignation of Walter Felix Twin ("Walter Felix") and Appointment of Justin Twin**

21. In respect of paragraph 15 of the September 30 Affidavit, prior to Walter Felix's resignation, the Trustees were aware that Walter Felix was experiencing health problems and had difficulties continuing in his role as a Trustee. His resignation was expected among the Trustees, including Catherine. Catherine approached Brian Heidecker (the "Chair") and me 6 months before Walter Felix's resignation to ask if we could find a way to get Walter Felix to resign because she had concerns about Walter Felix's health and mental aptitude. She also knew that Walter Felix had had surgery to install a shunt to allow blood to flow to his brain since his carotid arteries were partially blocked.
22. Catherine says that she was not aware that Walter was planning to resign. She asked if we could postpone his resignation so she could bring other names forward as proposed replacement Trustee. She was basically asking to retain an incapable Trustee.
23. Catherine received notice of Walter Felix Twin's resignation at the same time that the other Trustees did. These other Trustees did not ask for extra time to bring forward names.
24. In respect of paragraph 16 of the September 30 Affidavit, documents in relation to the appointment of a new Trustee were sent out in advance to all the Trustees. Attached as Exhibit "C" is my email to Catherine dated January 8, 2014. At the meeting of the Trustees on January 21, 2014, no original motions were prepared in advance. Rather the following occurred:
  - (a) Some preliminary work had been completed by Brian Heidecker (the "Chair"), the other Trustees and me in advance of the meeting to look for a replacement, as Walter Felix had been experiencing difficulty acting as a Trustee. His resignation was imminent and known to everyone. The issue of Trustee succession was a topic that had been discussed at previous Trustee meetings.
  - (b) At the January 21, 2014 meeting the Trustees discussed the resignation and proposed Justin Twinn as a replacement. The Trustees felt that Justin was well qualified as he was considered to be a competent SFN councillor, he lived on the

reserve, was well liked and had business experience. He was enrolled in management training courses.

- (c) At the January 21, 2014 meeting, all of the motions were drafted on a computer with input from all the Trustees in real time. For motions of importance, we use a system in which a draft motion is projected on a screen so that the Trustees can actually see the motion, and make any necessary amendments before voting on it. The motion to accept the resignation of Walter Felix and the motion to appoint a replacement Trustee were typed by me under the direction of the Trustees and displayed on the screen during the meeting. Prior notice is seldom given to the Trustees of motions that may be considered at meetings unless the motion requires specific legal wording and is drafted by the Trusts' lawyers.
- (d) There was some urgency to appoint a replacement for Walter Felix Twin because of a pending commercial transaction involving the 1985 Trust that would have required dealing with the assets of the 1985 Trust. The 1985 Trust requires there to be 5 trustees. This was explained to all the Trustees. Three of the four remaining Trustees understood the need for the immediate appointment of a replacement trustee.
- (e) Catherine was not prepared to vote in favor of Justin. She wanted a drawn-out selection process. The Trustees advised Catherine that they would consider the process in the future but that they needed to appoint someone immediately to have a valid number of 5 Trustees and would work on the process at a later meeting. The other Trustees were prepared to discuss succession and Catherine's proposal but were not prepared to entertain the idea of developing a succession plan at the last minute. Trustees had been working on a succession plan for some time but had not yet agreed on a process. In any event, a Trustee needed to be elected at this meeting.
- (f) Catherine's initial argument opposing the appointment of Justin at the January 21, 2014 Trustee meeting was that he was, at the time, an elected official and that his appointment had not received the unanimous consent of the remaining Trustees.



25. At the February 25, 2014 meeting, Catherine argued that she should be given the opportunity to first meet in private with Justin before giving her consent to his appointment and sign the transfer of asset documents. Because of the urgency, Catherine was given until March 3, 2014 to meet with Justin.
26. Justin has advised me that during his meeting with Catherine, she indicated that she felt that Justin was not a legitimate member of SFN and not a beneficiary to the 1985 Trust and therefore he could not be appointed as a Trustee because the replacement Trustee needed to be a beneficiary of both Trusts. I obtained information from the Band Administrator that Justin was a member of SFN at the time of his birth and was therefore both a member of SFN and a beneficiary of both Trusts. Bertha and Roland, who know Justin and his family very well, both agreed that Justin was a proper member of SFN and also a beneficiary.
27. The Trust Deeds only require majority vote to appoint a new trustee and the Trustees voted by majority vote to appoint Justin. Catherine neither opposed nor abstained from the motion. She refused to sign the motion to appoint Justin and refused to sign the motion to transfer the assets from the current Trustees to the new set of Trustees. The Trustees hold the assets of the Trusts jointly. As a result, when a new Trustee is appointed, the Trust assets must be transferred from the old Trustees to the new Trustees.
28. The Trustees had received an opinion that even if a Trustee voted against a motion, the dissenting Trustee could still sign legal documents relating to the motion to transfer assets. There would be no liability in doing so. Catherine refused to sign the documents to appoint Justin and refused to sign the documents to transfer the assets from the old set of Trustees to the new set of Trustees. As a result, the Trustees were forced to proceed with a Court application to seek an Order to transfer the assets to the new Trustees.
29. Catherine has suggested that she was prepared to sign the transfer of assets but her actions do not suggest that is true. In the first appearance in Court, Catherine asked for the application to be adjourned so that she could seek legal counsel. In the next Court appearance, there was a direction to have the assets transferred. In addition, the

Trustees agreed to allow Catherine to proceed with an action to attempt to set aside the appointment of Justin. All of this could have been agreed to without a Court Application.

30. In respect of this Court application, Catherine was not directed by the Court to sign the transfer. The Court directed the transfer to occur. Attached and marked as Exhibit "D" is the transcript of the hearing, the Application, Affidavit and the Court Order in respect of the hearing.
31. Attached hereto as Exhibit "E" and Exhibit "F" are the Minutes of the January 21, 2014 Trustee meeting and the February 25, 2014 Trustee meeting.
32. Catherine says that she was taken aback by Justin's appointment and taken aback by the legal document to transfer assets. However, the Trustee meeting took place in January 2014 and the Court application took place in April 2014. She had ample time to sign the transfer document. She refused to do so. Finally, when a pending commercial transaction became an emergency, the Trustees were forced to go to Court and even in Court, Catherine would not agree. This Court application was at great cost to the Trusts.
33. Catherine had not, in the past, opposed Justin's membership in SFN nor his being member of SFN Council during the entire time he was on SFN Council. Catherine had the same documents given to all Trustees in advance of the January 21, 2014 meeting. They were not presented for the first time at the meeting as she suggests. Catherine did not call me, the Chair or any of the other Trustees to ask any questions prior to the meeting. She suggests the decision to appoint Justin was predetermined. This is not true.
34. There was a good discussion by the Trustees at the meeting in regards to replacing Walter Felix. In the deed of appointment there was no name inserted. It had to be determined at the January 21, 2014 meeting.
35. Catherine says that in relation to the January 21, 2014 meeting, she was unable to fully participate and Brian tried to compel her to sign. This is not true. The Trustees only needed a majority to appoint Justin. It was the asset transfer that required signatures of all the Trustees. Catherine was uncooperative. She attacked Justin. She attacked his membership which is not an appropriate thing to do in SFN. She failed to abide by the Code of Conduct to respect decisions made by a majority of Trustees.

36. From January to April, 2014, Catherine refused to sign the deed to transfer the assets. In the meeting of April 15, 2014 the business proposal was put forward and the urgency of the asset transfer was again reiterated and still Catherine refused to sign the transfer documents. The following is an extract of the Minutes of the April 15, 2014 meeting:

Extract from the 15 April 2014 meeting:

**Company Issues and Chair's Report**

Brian presented the Company's proposal to invest in property development and to set up a new partnership to manage this venture along with the Telford Lake developments (See attached Appendices). He pointed out that having the Trustees approve these proposals required that the asset transfer be completed. He asked Catherine if she would be willing to sign the Deeds at this time. Catherine indicated that she was not prepared to sign the Deeds at this time. Brian indicated that there was some time urgency to these proposals and that the question of the asset transfer could not be dragged out into June.

37. Attached hereto and marked as Exhibit "G" are the Minutes of the April 15, 2014 meeting.
38. Catherine has stated that she refused to sign the deed of transfer because she said it had not been done before. However, the Trustees received legal advice that this had to be done but Catherine refused to listen to this advice.

**Justin's Eligibility**

39. In respect of paragraph 19 of the September 30 Affidavit, Catherine did not raise any concerns regarding Justin Twin's eligibility as a legitimate 1985 Trust beneficiary and as a SFN member, until her private meeting with Justin immediately prior to March 3, 2014. Catherine never raised this question with the Trustees prior to that date. In response to Catherine's concern, the Trustees undertook research in order to ascertain Justin's status. Michael McKinney, Barrister and Solicitor and the Sawridge First Nation's Executive Director, provided a letter outlining Justin's membership status. This letter is attached as Exhibit "H". The following summarizes the information about Justin's status:

- (a) Justin made an inquiry with Indian and Northern Affairs Canada regarding his status in SFN. In response to his inquiry, a letter was received from the Superintendent of Indian Affairs stating that Justin was a legal member of SFN and had been since his birth on September 23, 1982 and that his name had been on the list of members transferred to SFN in October 1985. This letter is attached as Exhibit "I";
  - (b) The information regarding Justin's membership was not the subject of a vote by SFN Council. Justin was put on SFN membership list by Indian and Northern Affairs Canada and there was no protest; and
  - (c) No person has been removed from SFN membership list after being put on the list.
40. In respect of paragraph 20 of the September 30 Affidavit, the Trustees relied on information from Michael McKinney and from Indian and Northern Affairs Canada regarding Justin's membership status and thus his eligibility to be a beneficiary of the 1985 Trust.
41. Catherine did not accept the information provided by Michael McKinney and instead incurred the cost of obtaining her own "expert", Larry Gilbert, on the status of Justin. She is now seeking to have the Trusts pay for those costs. To date, Catherine refuses to provide the underlying evidence relied upon by Mr. Gilbert to form his opinion. The opinion contains a number of flaws.
42. I have the following concerns regarding Exhibit "B" of the September 30 Affidavit, the opinion of Mr. Gilbert:
- (a) Mr. Gilbert states that he was asked to provide a legal opinion without the benefit of any records and thus bases his opinion on speculation.
  - (b) He misinterprets paragraph 6 of the Trust Deed as suggesting that illegitimate children of female members are not entitled to benefits. The Trust Deed states that the Trustees can choose not to give them a benefit, not that they are not entitled to benefits.

- (c) He concludes that Chief and Council decided Justin was entitled to be a beneficiary, declared him a beneficiary and then appointed him as a Trustee. This is incorrect. The Chief and Council do not have the authority to decide if Justin is a beneficiary, nor do they have the authority to appoint him as a Trustee.
- (d) His conclusion that Justin cannot be a Trustee is flawed because Justin could be a Trustee who is either a beneficiary or a non-beneficiary of the Trusts.
- (e) I am advised by Mr. McKinney that Mr. Gilbert's opinion suggests Indian Affairs presumed that the father of an illegitimate child of a female Indian was a non-Indian, and therefore would not register the child without evidence of paternity. Mr. McKinney believes that this assumption is not correct. SFN has several instances in which paternity was not acknowledged and the illegitimate child was registered with SFN. Mr. McKinney states that if there is any uncertainty about Justin's paternity, Justin would be saved by the *Indian Act* of 1985 (after Bill C-31). In Section 11(1)(a) it states that a person is entitled to be on a Band List if the name of that person was entered on the Band List immediately prior to April 17, 1985. SFN took the Band List maintained by the department as the starting point and Justin was on that list. Justin is likely also saved by section 7 and 9 of the previous *Indian Act*. Section 7 gave the Registrar power to add names and Section 9 allowed for an appeal of the added name but within a very short time frame. In one case (involving Samson Cree Nation) the Court disallowed protests that were commenced out of time and declared that the protested persons were entitled to be placed on the Band List despite the fact that they may not have been originally entitled to be placed on the Band List.
- (f) I am advised by Roland that once someone is a member and is on the membership list, SFN accepts them and SFN does not attack its members. The community is viewed as a family. It is hurtful and disrespectful of Catherine to attack the membership rights of a member on the Band List. Roland describes it as suggesting that you could kick someone out of your family.
- (g) Since the 1985 Trust is based on the previous *Indian Act* as at 1982, and the *Indian Act* in 1982 was interpreted in a way that did not permit correction of

alleged errors after the protest period, it is unlikely that a protest or correction now would be permitted.

- (h) Gilbert was of the opinion that Justin would not have qualified as a Trustee of the 1985 Trust since there were already two non-beneficiary Trustees. Gilbert does not address the fact that this situation would have been corrected by the death of Clara Midbo ("Clara") on July 13, 2014, after which Justin would have qualified in any case as a non-beneficiary Trustee.
- (i) Mr. Gilbert does not address the fact that his opinion only relates to the 1985 Trust and not the 1986 Trust, as the 1986 Trust can have more than two non-beneficiaries as Trustees.

- 43. It is clear that Mr. Gilbert was given flawed information in terms of forming his opinion and thus has given a flawed opinion.
- 44. Catherine says that Dentons Canada LLP prepared a letter of opinion on the eligibility of Justin. There is no such letter.

#### **Appointment of Margaret Ward**

- 45. In respect of paragraph 22 of the September 30 Affidavit, Catherine suggests that the Trustees had knowledge of Clara's death that they did not share with Catherine. Clara's death was unexpected. Clara was in attendance at the June 10, 2014 Trustee meeting and she did not address her health. She passed away on July 13, 2014, following a brief hospital stay.
- 46. It was a complete surprise to everyone that Clara died. She had advised that she was ill but she did not say that her death was imminent. This is another example of Catherine thinking that "everyone is out to get her" and making Clara's death about her. Clara's death was sudden. The Trustees had to take immediate action to deal with her replacement.
- 47. In respect of paragraph 24 of the September 30 Affidavit, I received an email from Catherine and responded by telephone. I advised Catherine that no candidates had been proposed yet and that that this would be done at the Trustees' August 12, 2014



meeting in the same manner as Justin's appointment. I advised her that names would be put forward at the meeting just as had occurred at Justin's appointment.

48. Given the problems raised by Catherine in respect of the appointment of Justin, I thought that the Trustees may want to consider appointing a beneficiary as a Trustee. Clara was not a beneficiary of the 1985 Trust. Justin's beneficiary status was being challenged by Catherine and thus, if Clara was replaced with a beneficiary, the Trustees would have a Trustee board in which it would not matter whether Justin was a beneficiary or not.
49. On July 22, 2014, I provided a package to the Trustees, in preparation for the August, 2014 Meeting. Attached as Exhibit "J" is the July 22, 2014 email and attachments.
50. At the August 12, 2014 Meeting, the Trustees chose to appoint Margaret Ward ("Margaret"), citing that she had once been a trustee-in-training, and that she was a beneficiary of both the 1985 and 1986 Trusts. Her résumé shows she is very qualified. Her résumé is attached hereto as Exhibit "K".
51. In respect of paragraph 25 of the September 30 Affidavit, at the August 12, 2014 Meeting, Catherine provided a proposal to appoint independent, outside trustees, with no advance warning of such a proposal being provided. At the same time, Catherine also provided the names of two people who she proposed as replacement Trustees. The individuals were not SFN members or beneficiaries of either Trust, did not live in Alberta and of whom she had little knowledge. The following occurred at the August 12, 2014 Meeting:
  - (a) There was a discussion about the need to appoint a replacement for Clara;
  - (b) The Trustees listened to Catherine present her proposal and said that it was difficult to consider because she had not provided her proposal in advance of the meeting. Roland stated that, in his view, the beneficiaries may not be open to outsiders being appointed as Trustees. He mentioned the sale of the Slave Lake Hotel by the Directors as an example of how the members felt betrayed by outside directors. The Trustees offered to consider Catherine's proposal for an independent board of Trustees at the October Trustee meeting;

- (c) I observed that the Trustees were respectful of Catherine and her proposal and wished to have harmony and thus offered to discuss her proposal for succession at a future meeting;
- (d) The Trustees asked Catherine to participate in proceeding with the appointment of a Trustee to replace Clara in order to ensure that five Trustees were appointed as required by the 1985 Trust Deed. Catherine refused to participate in a process to replace Clara unless the Trustees appointed one of the people that Catherine suggested. All of the Trustees knew Margaret Ward. None of the Trustees knew the two people suggested by Catherine, including Catherine;
- (e) The 1985 Trust Deeds do not permit a Board of Trustees with less than five members therefore, failing to elect a Trustee would not allow the Trustees to carry on the business of the 1985 Trust;
- (f) Catherine also refused to sign the necessary transfer of assets from the 'old' group of Trustees to the 'new' group of Trustees. The Chair pleaded with Catherine to sign the transfer of assets to avoid Court costs. Catherine had previously objected to appointing Justin because she thought he was incapable of sitting as a beneficiary Trustee. There was no such impediment to appointing Margaret, as she was undisputedly a beneficiary of both Trusts. Yet Catherine would not approve Margaret as a Trustee, nor would she sign the transfer of assets;
- (g) As a result of Catherine's refusal to sign, the other Trustees were forced to bring another Court application to have the assets transferred. After the application involving Justin was successful, it was difficult to have Catherine once again force the Trustees to take a matter to court. Catherine is a lawyer and would know the value of a Court precedent. This was a waste of Trust resources;
- (h) The Minutes of the August 12, 2014 Meeting are attached as Exhibit "L". The transcript and the resulting Court Order are attached as Exhibit "M". Also attached are the Application and Affidavit filed in support of the application as Exhibit "N".

52. Catherine says that the Trustees and I told Margaret not to speak to Catherine. This is not true. I have spoken to Margaret and she also denies this. I did not tell Margaret not to speak to Catherine. I have asked the Trustees and they did not tell Margaret not to speak to Catherine. Margaret was told about Catherine's meeting with Justin and how that meeting caused confusion in Justin's mind. She was told that the choice was hers to make regarding a meeting with Catherine and that she could bring any questions arising out of any such meeting to the Trustees or the Administrator.
53. Catherine says that she does not know if the Trustees knew Margaret because Catherine's use of the word "know" is different than anyone else's. The Trustees were familiar with Margaret. She has been a SFN member for a long time. She has been involved in the Indigenous community. To a certain extent she was involved in SFN. Her studies and professional practice in Native communities is well known, including by Catherine.
54. When I was first hired, Catherine told me to contact Margaret, as Margaret had done some research on Indigenous education for the Trustees and written a paper. She was aware that Margaret had extensive experience in Indigenous education and that she had a PhD in that field. She was a Trustee-in-Training and therefore sat at the Trustee table with Catherine for two years.
55. In respect of paragraph 28 of the September 30 Affidavit, the Trustees, including Catherine, had learned of Margaret's relevant experience. The Trustees determined her appointment to be in the best interests of the Trusts:
- (a) In 2004 there was a selection process for "Trustees-in-Training" initiated by Catherine and approved by all the Trustees. Four candidates were considered: Justin, David Midbo, Deana Morton and Margaret. After a long selection process, the two chosen candidates were Deana Morton and Margaret.
  - (b) All of the other Trustees were aware of Margaret's background, in addition to the fact that Margaret is also a beneficiary for both the 1985 and 1986 Trusts; and
  - (c) The Trustees considered what Catherine presented and offered to discuss it another day. When Catherine refused to postpone her proposal to a future meeting, the Trustees rejected the proposal. The Trustees also knew that

appointing Margaret fixed any potential problem with Justin as it no longer mattered if he was a beneficiary. Margaret was a beneficiary of both Trusts. Bertha could be the non-beneficiary Trustee of the 1985 Trust. Justin could sit as a beneficiary or non-beneficiary of the 1985 Trust.

#### **Reappointment of Justin and Margaret and Ratification**

56. At the December 21, 2016 meeting of the Trustees, the Trustees appointed Justin for a second three-year-term and also appointed Margaret for a second three-year-term. The Trustee board is properly constituted. The Trustees have four beneficiaries of the 1985 Trust as Trustees. Even if it was determined that Justin was not a beneficiary of the 1985 Trust, the Trust would have the required three beneficiaries. In an abundance of caution, the Trustees also ratified all decisions made after Justin was appointed until Margaret was appointed, to ensure that all the decisions were properly made. The Minutes of the December 21, 2016 meeting are attached as Exhibit "O". Catherine voted against the Motions.

#### **Majority Rules Decision Making**

57. On August 25, 2005, the Trustees decided that all of their decisions would be by majority rule in conformity with the Trust Deeds. There was no mention of consensus or decisions by unanimous approval, including from Catherine. There were no other discussions about consensus in the August, 2005 Minutes. Attached and marked as Exhibit "P" to this my affidavit are the Minutes from the August 25, 2005 meeting of Trustees. Both Trust Deeds clearly state that decisions will be made by majority vote. See paragraph 13 of the 1985 and 1986 Trust deeds. The Trustees have never had a practice of consensus or unanimity to arrive at decisions.
58. In respect of paragraph 18 and Exhibit "A" of the September 30 Affidavit, Exhibit "A" was a draft of notes for a planning document that was never approved by the Trustees and was instead only a step in the long-term planning process, which included the succession plan mentioned above.
59. Catherine suggests that the tradition for the Trusts is for consensus to be the method by which decisions are made. However, the Trusts were drafted by the Settlor and state

that a majority decision governs. The Code of Conduct says that majority decision governs in Schedules A, B1 and B 2. It seems Catherine accepted this until she started to not get her way. She then created this concept of a tradition of consensus.

60. Maurice Cullity of Davies, Ward and Beck (now Davies Ward Phillips and Vineberg) drafted the 1985 and the 1986 Trust Deeds as well as the 1982 Trust Deed and its 'amendment', the 1983 Trust Deed. He was a well known accomplished trust lawyer.
61. In the September 30, 2014 affidavit, Exhibit "A" to the affidavit is a flip chart. This is just a method of recording discussion. Any decision from this flip chart would have been recorded as a proper motion if it was approved. The flip charts were not approved and really became the agenda of a planning meeting. They were meant to record free flowing information and exchange of ideas.
62. Catherine produced a "consensus document" to the Trustees. Catherine did not give the Trustees a chance to review the document or properly consider it. Catherine is prone to springing ideas or concepts on the Trustees without prior notice and if they do not immediately agree with her, she becomes upset, loses patience, and refuses to give the other Trustees time to consider any concept. She simply refuses to work through things. She expects the Trustees to just agree with her. When she did not bring the consensus document back for reconsideration, the matter was dropped.

#### **Concerns Related to Political Interference**

63. In respect of paragraph 29 of the September 30 Affidavit, I believe that Catherine's concerns about political interference are unfounded for the following reasons:
  - (a) Chief Walter Twinn was the settlor of the Trusts and was also the elected Chief. Until his death, he held a Trustee position. During his tenure as a Trustee, he appointed other elected Councillors as Trustees. Catherine was appointed a Trustee in 1986. She was present and approved the appointment of elected officials and did not take any action to suggest there was political interference until her Court action in 2014;

- (b) I have not been aware of any political or personal agendas relating to the Trusts and I am unaware of any payments related to political or personal agendas. Payments have been made from the 1985 Trust for tax purposes;
- (c) Catherine held an appointed position on the membership committee of SFN. As a member of the Committee she could have recommended admission of members, and thus of beneficiaries. She never suggested that this created a conflict with her role as a Trustee of the Trusts. She has been a Trustee longer than any other Trustee. Prior to the present matter, the Trustees advise me that they do not recall Catherine ever discussing any such conflicts or issues of political interference with the Trustees.

#### **Ascertaining the Beneficiaries of the 1985 Trust**

64. In respect of paragraph 29(a) of the September 30 Affidavit, the issue of ascertaining the beneficiaries of the 1985 Trust has been an on-going issue faced by the Trustees since at least 2009 when I was hired. The legal advice that the Trustees received on a number of occasions indicated that it would be wise to seek the advice and direction of the Court on the matter, or face possible future lawsuits by those who were not identified as beneficiaries by the Trustees, or face lawsuits on the basis that people were excluded on the basis of the 1985 Trust being discriminatory. The Trustees have been involved in the following steps in ascertaining the beneficiaries of the 1985 Trust:

- (a) In November 2009, I made a presentation to the Trustees respecting the approval of a list of beneficiaries of the 1985 Trust provided to me by Catherine. The Trustees decided that they could not certify the list until further actions were taken. They believed that they should ask anyone who felt they had an interest in the 1985 Trust to come forward. The Trustees embarked on a process involving advertising for potential beneficiaries to come forward. The advertising was placed in all known weekly local newspapers and the major daily newspapers in Alberta, British Columbia, and Northwest Territories, and resulted in approximately 149 responses. Many of the responses came from individuals who would not be beneficiaries as they had enfranchised or were members of a family who had enfranchised;



- (b) Catherine proposed that the Trustees establish a process to determine the beneficiaries of the 1985 Trust and proposed appointing a tribunal to determine the beneficiaries, including dealing with the responses I received from the newspaper advertisements. Initial oral legal advice received by the Trustees was that the Court would first have to approve such a tribunal. Nonetheless, the Trustees approved proceeding with that plan. Later, Catherine proposed that the tribunal also be used by SFN to select members. This latter proposal was rejected by SFN;
- (c) Catherine says no process is in place to determine the beneficiaries of the 1985 Trust. However, the whole application in 1103 concerns beneficiary determination and, in fact, the Minutes show that there were many attempts to determine a list of beneficiaries of the 1985 Trust, and that the Trustees finally decided to first get the 1985 Trust definition settled. The application in 1103 is to get advice and direction on this issue. Catherine wants a tribunal before the Court gives advice and direction.
- (d) There were other processes attempted by the Trustees that proved problematic so they decided to go to Court.
- (e) Catherine says that Roland said he would lose his position if he allowed a tribunal to decide membership in SFN. Roland did not say that in my presence and he denies ever saying that. He said that SFN had fought hard through the Constitutional Challenge of Bill C-31 for control of selecting its own members and that this right would not be given up. I interpreted what he said as meaning that the members of SFN do not want to give up the right to select future SFN members and if he is representing the members of SFN, then he cannot support that position.
- (f) Oral legal advice indicated that, since both Trust Deeds refer to "members of the Sawridge Band" as a qualification for beneficiary status, the Trustees could not themselves select beneficiaries but had to rely on the determination of membership given by SFN or seek the advice and direction of the Court. This information partly resulted in the Trustees' decision to proceed with the 1103 Application.

### **Membership Process**

65. In respect of paragraph 29(b) of the September 30 Affidavit, Catherine criticizes the membership process. However, she was a member of the membership committee for many years and further, as a member of SFN, had a say in the process at least in terms of the election of council and in terms of voting if an appeal of a membership application comes to the electors. Mike McKinney advises that Catherine was instrumental in drafting the SFN membership application along with Moe Litman, Maurice Cullity and Mike McKinney, all of whom are respected lawyers. While she criticizes people for having a dual role in the membership process, Catherine has had a dual role for many years. In addition, I am advised by Mike McKinney, that Catherine was instrumental in drafting the Membership Rules of SFN. The Court has determined that membership will not be addressed in the 1103 action and thus none of these issues should be relevant. However, Catherine has kept these issues in her affidavit and thus they must be addressed.
66. SFN only considers completed applications. I am advised that many applications are submitted with significant deficiencies. In reviewing the transcript of the Questioning of Elizabeth Poitras and in reviewing my responses to undertakings, I believe that many applications are submitted but are incomplete and therefore cannot proceed through the application process.
67. In respect of paragraph 29(c) of the September 30 Affidavit, there have been instances in which applications were not processed. However, I am advised that this occurred largely because the applications were incomplete.
68. In respect of paragraph 29(d) of the September 30 Affidavit, Catherine's allegations are not true. A simple review of the 1103 Application shows that the Trustees have specifically sought the direction of the Court to determine what they should do.
69. The Trustees have not sought to restrict SFN membership. Membership is determined by SFN which must adhere to its Membership Rules.
70. In respect of paragraph 10 of the September 30 Affidavit, elected officials are able to determine membership at the first level of determination of membership. Any rejected applicant has the right to appeal to the whole of the electors of SFN. Catherine was on

the membership committee and had ample opportunity for many years to change the membership process if she thought it was flawed, but she did not do so.

71. If beneficiaries need to be members of SFN, then there is already a process for determining members and there is no reason to create another process.
72. If the Trustees must determine the membership under the 1982 *Indian Act* definition, there are several problems as the 1982 Act has antiquated concepts which no longer are in force. The 1982 Act had the concept of enfranchisement and protesting illegitimate children, which no longer exists. The 1982 Act continues the discrimination against women who did not marry a man who had First Nation status and discriminates against their children. It discriminated against all kinds of people. To determine the beneficiaries under the 1982 *Indian Act* definition, by its nature, requires the Trust to function in a discriminatory manner.
73. In response to paragraph 29(e), of the September 30 Affidavit, while there may be a list of potential beneficiaries, the final determination of the Court is necessary. It may be that the Court determines that the definition should be "members" and thus no further process is necessary.
74. The 1982 Trust defined the beneficiaries as "members" of SFN.
75. My investigation shows that the goal of the Settlor of the 1985 Trust had been to switch back to "members" of SFN as beneficiaries and combine the 1985 and 1986 Trusts once the result of Bill C-31 was known.
76. I do not think that Chief Roland Twinn was the only one not to engage in the process set up by Catherine referred to in Exhibit "D" of the September 30 Affidavit.
77. In respect of paragraph 29(f) of the September 30 Affidavit, membership is the responsibility of SFN as has been the case since SFN took control of its membership in 1985. When the Settlor set up the Trusts, he could have given the Trustees control over who would be beneficiaries but he did not do so.
78. In respect of paragraph 29(g) of the September 30 Affidavit, the Trustees have concluded that SFN membership is the jurisdiction of SFN and not the Trustees. This determination is supported by:

- (a) Justice Thomas in his Reasons for Judgement on December 17, 2015 stated that he was satisfied that the membership process for SFN should not be litigated in the 1103 action, and
- (b) The legal opinion that the Trustees should not interfere in the membership process, even though they have to rely on it to determine beneficiaries of the Trusts.

### **Payments to Beneficiaries**

79. In respect of paragraph 29(g) of the September 30 Affidavit, regarding beneficiaries of the 1985 Trust and discrimination, the decision to extend benefits only to the beneficiaries of the 1986 Trust was made on the advice of legal counsel who noted that the Trustees could not extend benefits to non-beneficiaries or to the potential beneficiaries of the 1985 Trust until a determination of the definition of beneficiaries could be made. There was a concern that payments made from a discriminatory trust may create liability for the Trustees. Thus, the application was made for advice and direction. The Court may decide to make the 1985 Trust beneficiaries and the 1986 Trust beneficiaries the same, in which case additional steps may not be required.

### **Potential List of Beneficiaries**

80. The "potential" list of beneficiaries that I have is based on a list provided to me by Catherine, which has been analyzed by Mike McKinney based on rules for membership in SFN from the *Indian Act*, 1970. It is a larger list than the current membership list. However, the "potential" list is discriminatory because it necessarily excludes women married to non-Indians and their children, among other discriminatory elements.

### **Catherine's Behavior at Trustee Meetings**

81. In respect of paragraph 29(j) of the September 30 Affidavit, I have observed Catherine speak without restraint at a number of Trustee and other meetings. I also have observed that she often monopolizes the meetings and prevents others from speaking. As well, she has been known to filibuster meetings, ignore requests from the Chair to let others speak, and refuse to allow any business to be carried out that is not directed by

her. The Chief has advised me that he denies all allegations that he has threatened reprisals. I have not observed any threats directed towards Catherine at Trustee meetings.

82. Catherine acts in a biased way against SFN. The story of Tracey Poitras Collins relayed in this my affidavit is an example of Catherine trying to paint things done by SFN as bad.
83. Catherine has stated at Trustee Meetings that she thinks the Trustees are incompetent and wants to replace them. She has stated that she thinks that Donovan Waters, who is a well recognized trust scholar and who has provided legal opinions to the Trustees is incompetent. She yelled at him and berated him at a meeting and wanted him replaced. She has expressed repeatedly that she believes that I am incompetent and need to be replaced.
84. She has been very vocal at meetings that the Chair, Brian Heidecker, is biased and cannot do his job and should be replaced. She does not respect his position as Chair. There appears to be no one that meets Catherine's standards. She has stated that only she is good enough to stay on as a Trustee.
85. I am confident that both the Chair and I are qualified for our positions. The résumés of Brian Heidecker and me are attached hereto as Exhibit "Q" and Exhibit "R".
86. Catherine works by intimidation and she thinks it will work with anyone. She intimidates the Trustees in many ways but one of them is by simply staring at them. Even during the Questioning on affidavit, Catherine attempted to intimidate me by staring at me, staring at Brian, and staring at the lawyers. These are long glaring stares that are very uncomfortable.
87. Catherine often gets involved in matters that are not relevant for the Trustees. Catherine says she has a duty to act if SFN is not acting in accordance with the law. The Trustees do not get involved in SFN business and SFN is not to get involved in Trustee business. They are to remain separate. Besides, if SFN is not acting in accordance with the law, Catherine has not done anything about it. She was on the membership committee for 20 years and did nothing to change the membership process. She says that she has an oversight duty towards SFN. I am not sure where this oversight duty comes from but it does not come from the Trusts.

88. Catherine suggests that there is conflict and problems at the Trustee table. However, it is Catherine that causes the conflict. There is no other conflict at the Trustee table. The other Trustees respect each other. They do not always agree. They disagree with me and with Brian. But they do not yell. They do not show disrespect. Catherine is disrespectful of almost everyone. She is rude to all Trustees, me, Brian and all advisors.
89. An important skill of a Trustee is to listen. It is important for a Trustee to listen to the other Trustees, listen to the Chair, listen to the advisors, listen to the beneficiaries and listen to the Administrator. Catherine often refuses to listen. She loves to talk but she shows a complete lack of respect for the other Trustees, complete rudeness and outright hostility to the Chair and the Administrator and she has worked to destroy the strategy of the legal team. She actively works against most people involved in the Trusts. The other Trustees try to continue to show her respect. They allow her to speak even when she will filibuster for hours. She does not show any respect to the other Trustees. She actively tries to make them feel as though they are stupid and do not know what they are doing.
90. I believe that Catherine has breached the Code of Conduct in many ways.
91. The letters of complaint filed by the four Trustees in the Code of Conduct proceedings are attached hereto as Exhibits "S", "T", "U", "V" and "W".
92. There are many examples of poor Trustee behaviour on the part of Catherine which I have not cited herein but which will be the subject of the arbitration proceeding under the Code of Conduct.

### **Document Production**

93. Catherine has repeatedly told the Trustees that she has a container of Trust documents. We have asked her to produce them and she has refused. I asked if I could attend at the container to catalogue them and she refused. I asked if I could copy them at the expense of the Trusts and she refused. Catherine knows that the Trusts did not have good administration and document record keeping while her husband was the Trustee and while she was a Trustee, yet she will not release the Trust documents in her possession. I gave an undertaking to ask Catherine about documents during my



Questioning by the Office of the Public Guardian and Trustee and she did not answer this request for documents.

94. In the production of undertakings from the Questioning of Catherine, Catherine produced documents from her records that I have not seen before and thus I am concerned that she may have other records of the Trust that she has not shared to date, despite many requests.
95. In respect of paragraph 29(m) of the September 30 Affidavit, Catherine speaks about a fire that destroyed documents that belonged to the Trusts. An investigation was undertaken to determine what, if any, records were destroyed. It was determined that these records were 'bar chits' from the liquor services at the Sawridge Inn-Slave Lake from the late 1970s and that these had no relevance since the financial information was contained in the Company financial statements for the Trusts. From the time that I was hired, I have worked to gather and catalogue the documents of the Trusts. I have stated that my search is exhausted. SFN has been cooperative throughout the process.
96. Catherine is the longest serving Trustee. She is also a lawyer. However, the administration for the Trusts and documentation for the Trusts was lacking. Before 1997, the Trusts had few administration documents that were generated and maintained by the Trusts.
97. There are several references in the Minutes to dealing with documents in the August 2009, November, 2009 and December, 2009 Minutes. These Minutes are collectively attached as Exhibit "X".
98. In these Minutes there are references to the collection of records. The Chair and I have both had numerous conversations with Catherine and the other Trustees regarding providing copies of any records in their possession to the Trusts' Office. In addition, the Chair offered to send a truck to a container in Camrose that Catherine said contained records of the Trusts. The Trusts' Office offered to pay Catherine's son, Cameron, to help sort through these records. Catherine has never provided access to this container.
99. At several Trustee meetings Catherine was to provide copies of documents. She has never provided any of these documents. The Meeting Minutes read as follows:

1103-004	Catherine will provide a copy of the Court transcript of the evidence presented by Chief Walter Twinn before Justice Muldoon in 1993-94 to Paul who will provide Doris with a copy.
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She did not provide the transcript. Eventually it was provided by Mike McKinney.

1309-002	Catherine will provide Paul with copies of the counselling self-assessments she has collected.
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Never provided.

1309-004	Catherine will provide a draft of suggested changes to the language in Section 8 b) iii) of the Scenarios Plan.
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Never provided.

1309-005	Catherine will provide links to the YouTube videos on the need to separate political and economic spheres, on per capita distributions and on the need to have discussions from the PBLI workshop she attended recently in Vancouver.
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Never provided.

1403-002	Brian requested that Catherine submit her questions on the Application for Advice and Direction on Asset Transfer in writing as soon as possible.
1403-003	Brian asked that Catherine submit in writing notice that she will withdraw her threat of legal action against the Trustees.
1403-004	Brian asked that Catherine submit in writing notice that she will comply to the Code of Conduct.

Never provided.

1410-007	Paul asked that Catherine share her copy of the original manual so that it can be scanned into the Trust Archives.
1410-008	Catherine will undertake some research into different methods of evaluation.

Never provided.

1504-002	Catherine will provide a list of web links with source information on health for the next meeting.
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Never provided.

### **Conflict of Interest**

100. Catherine continues to try and suggest that our legal team is in a conflict. She must know that a change in the legal team would be a huge expense to the Trusts.
101. In respect of paragraph 29(l) of the September 30 Affidavit, Marco Poretti was counsel on the Bill C-31 Constitutional Challenge by SFN. Possible conflicts of interest were examined at the time of Marco Poretti's involvement in the Trusts' 1103 application. No conflict was identified. The Trusts, through its Trustees, are separate entities from SFN.
102. In respect of paragraph 33 of the September 30 Affidavit, Justice Thomas has noted that there is an inherent conflict of interests in a First Nation. Catherine has suggested the current structure of the Trusts results in a conflict of interest. This structure has existed since the Trusts were settled. This structure was established by Chief Walter Twinn who was the Settlor of the Trusts.

### **Community Centre**

103. In respect of paragraph 29(n) of the September 30 Affidavit, the Trustees did not support adding SFN as a beneficiary. They had previously opposed such a move by the Companies' Board of Directors, who had received advice from Davies Ward to have SFN declared a municipal government body to enable it to be declared a beneficiary as a tax saving measure.
104. A proposal was explored to fund a community center:
  - (a) This was part of an attempt to explore other ways that the Trust could benefit the beneficiaries. It was recognized that Trust funds could not be paid to SFN;
  - (b) SFN was proposing to build an office and community center. Since SFN is not a beneficiary, the Trusts could not have provided funding for this project. However, the Chair suggested that perhaps the Companies could find a way to donate the money to SFN for the Community Centre since it would contribute to the community as a whole. One suggestion was that the Companies could pay a franchise fee for the use of the Sawridge name. 25 of 44 members and their families live on or close to the Reserve. Therefore, the Community Center would

have been a benefit to the majority of the beneficiaries. In the end, it was never carried out.

### **Code of Conduct**

105. In respect of paragraph 30 of the September 30 Affidavit, Catherine was involved in drafting the Code of Conduct. On two recent occasions, she herself initiated legal proceedings to prevent the Trustees from invoking the Code of Conduct against actions undertaken by her.
106. Currently, the structure of the Trust is the Trustees will make a policy decision, such as the policies that are attached to the distribution scheme, and then let the Administrator make the actual decisions in terms of payment of funds. Thus, the Trustees can make the decision to pay for recreation and then the Administrator receives the request from a beneficiary and pays out the funds based on the policy. In the last year, Catherine and her family have accessed many of the programs.

### **Misrepresentation of Trustee Fees**

107. By way of the Affidavit sworn September 23, 2015, Catherine deposed that there was a "\$15,000 plus meeting fee" for the Trustees. I have attempted to determine how Catherine came to this figure and I cannot determine how she arrived at this figure. I am in charge of paying the Trustee fees. Her statement is not accurate.
108. Counsel for the Public Trustee, in written submissions made to the Court on September 25, 2015, interpreted the above statement of Catherine as evidence that each Trustee is paid \$15,000 per meeting for a total Trustee fee of \$75,000 per meeting.
109. These submissions are not correct. The Trustees do not receive \$15,000 per meeting. The Trustees receive \$500 per meeting plus a payment of \$4,000 per quarter in the event that the Trustee has attended at least half of the meetings in that quarter.
110. Upon review of the submissions, counsel for the Trusts advised counsel for the Public Trustee that the submission was incorrect. This correspondence was copied to Catherine's lawyers. The Trusts' counsel provided the correct information and requested

that counsel for the Public Trustee to correct their submission to the Court to ensure the Court was not misled in respect of the Trustee fees.

111. Catherine provided no response to the Court.
112. I am concerned that the misinterpretation will be misleading to the Court, and in this Affidavit I am correcting the record on the issue of what the Trustees are paid. This problem was created by Catherine and yet she took no steps to correct this misinformation with the Court. This resulted in additional costs.

### **William MacDonald and Alfred Potskin**

113. Catherine makes an argument with respect to William MacDonald that he has an absolute right to be on SFN membership list. She suggests that his application for membership was not properly reviewed. As I understand it, William MacDonald has a complicated set of facts and he has not supplied sufficient information to determine whether he qualifies as a member. The information has been requested of him, but he has not provided it.
114. Catherine mentions Alfred Potskin as an example of someone who was treated badly in the membership process. However, I am advised that, as with many people who are suggesting that they are SFN members, Alfred Potskin had previously enfranchised (May 28, 1952) and therefore the answer to his membership was quite simple. Alfred Potskin made an application for membership but was rejected on the basis of his enfranchisement. He could have appealed the decision to the electors of SFN but he did not appeal the decision.
115. These are but two examples that show that Membership applications need to be left to SFN.

### **Binding Resolution Process**

116. Catherine makes reference to a binding resolution process. This was discussed on a without prejudice basis as a compromise in the hopes Catherine would agree to approve Justin as a Trustee and to sign the transfer of assets documents. It was urgent to have the transfer of assets proceed because there was a commercial transaction pending for

the Trusts. The entire without prejudice negotiation regarding the binding resolution process broke down because Catherine would not compromise on the process or the selection of mediators and thus it could not proceed. This is often the case. Catherine does not compromise. This was a without prejudice conversation. When negotiations broke down, the Trustees needed to go to Court to get the authority to transfer assets to the new Trustees in order to salvage the commercial transaction. In respect of the Court Order, we did not seek any remedy against Catherine. The Trustees obtained an Order that allowed me to take the steps to complete the transfer. Exhibit D is the transcript in which there is no offer by Catherine to just sign the transfer. The transcript also shows that Counsel offered to allow Catherine to proceed with her claim in respect of Justin. Exhibit D includes the Affidavit, Application and Order filed in support of the motion to transfer assets of the Trust.

117. Catherine says she raised the issue of the “biased and unfair process of membership” at the membership committee. However, she has provided no documentary proof that she did so. I am advised by Bertha that Catherine did not raise such an issue. Bertha further advised me that Catherine often did not attend the Membership meetings and thus quorum did not exist and the Committee could not meet. The list that SFN provided showing Catherine had reasonable attendance is skewed because there were many meetings that did not happen because Catherine did not attend, and therefore the meeting could not happen. It is ironic that Catherine is actually suggesting that the membership approval process is flawed when I am advised by Bertha that Catherine was an active participant in the process as it existed.

### **Tracey Poitras Collins**

118. Catherine says that Tracey Poitras Collins was only admitted to membership because Roland did not have his supporters at the meeting. This is an example of the membership process working successfully. Tracey has been elected to Council and thus it is clear that she has won the support of the community twice, once in her appeal for membership and once in being elected to Council.
119. The story of Tracey Poitras Collins is a good news story of a person being admitted to membership and then getting elected to Council. Catherine does not view this as an example of anything good.

### **Meeting with Directors and Deloitte**

120. When the Companies (that are the assets of the Trusts) were turned over to a Board of Directors, a Transfer Agreement was signed that directed that all Trusts-Companies communications were to occur through the respective Chairs. I have been advised that in breach of that agreement, Catherine has had meetings with the Directors of the Companies to discuss the Trusts and suggested to the Directors that the Trusts and the Trustees are dysfunctional. The Trustees are not supposed to do that. This shows a lack of loyalty to the Trusts.
121. I have been advised that there was one occasion between the appointment of the professional Board of Directors (2006) and my arrival (2009), when the Directors spoke to Catherine about interfering with company management and company business. She was told to halt such activities and it was reiterated that the Transfer Agreement channeled all Trusts-Companies communications through the respective Chairs. I believe that that meeting was held at Deloitte's office.
122. Catherine has breached the agreement that all communication will go through the Trustee Board Chair to the Companies Board Chair. Catherine has been told on a number of occasions not to contact the Directors. This is also in the Code of Conduct in paragraph 3 (Exhibit B).
123. A good working relationship between the Companies and the Trustees is important to the proper functioning of the Trusts. Catherine is undermining the establishment of such relationship.

### **Constitution**

124. Catherine speaks of the Constitution. However, there are only 2 parts of the Constitution that impact the Trusts. The first is the inherent right to govern and the second is the declaration of traditions. The Constitution is attached as Exhibit "Y".

### **Catherine's Motions are Approved**

125. Catherine says that the Trustees reject everything she puts forward but this is not true. There are many motions for which Catherine received support.

126. However, Catherine often acts in her own best interests. She moved to amend the life insurance benefit policy for the 1986 Trust so that she could get the life insurance. The policy had been set such that the Trust would provide for the cost of insurance if the beneficiary was under 55 years of age. Catherine was over 55 and Catherine had cashed her life insurance coverage that she had with SFN. She wanted life insurance coverage and so she put forward a motion to amend the Trust life insurance benefit policy so that the insurance could be obtained up to age 60. This is very expensive insurance. The Trustees supported this motion, which benefitted Catherine. The 1986 Trust is paying for life insurance for Catherine. This is one of many examples of Catherine putting a motion forward and that motion getting approved by the other Trustees

#### **Legal Advice for Trustees and Legal Fees**

127. Catherine says she was obstructed from obtaining legal advice. Clearly she was not obstructed, as she has obtained legal advice for herself, for her son, for Debra Serafinchon and for Shelby Twinn. The Trustees have a policy that they are to obtain prior approval for legal advice and prior approval for expenditure of fees. Catherine did not obtain that approval.
128. The Trustees discussed a proposal for legal fees for individual Trustees. The following was discussed:

#### **6.5 Trustee Legal Fund**

Trustees discussed a proposal from Catherine to set up a Trustee Legal Fund that would provide \$15,000 per Trustee for a total of \$75,000 per year to permit individual Trustees to obtain legal advice on issues before the Trustees in addition to any advice that the Trustees jointly requested.

In addition, the funds not used by any Trustee could be used by other Trustees.

Brian pointed out that under this Fund, individual Trustees would not need the usual approval of 50% of the Trustees to obtain their own legal advice.



**2013-000 Moved by Catherine, that the Trustees establish a Trustee Legal Fund. No second, motion failed.**

129. Catherine sought legal advice, despite this motion failing. Despite her suggestion that the Trustees be given \$75,000 per year for legal fees, she has spent over \$700,000 in legal fees and based on her December 2015 affidavit has spent almost \$500,000 in 2016 in legal fees without accounting for the Questioning which took place in 2016.
130. Catherine has not sought prior approval of the Trustees for those legal fees to be paid and in fact has not sought any approval to have her legal fees paid by the Trustees. She has only sought to have her legal fees paid through the Court process.
131. Catherine complains about legal fees but she is part of the reason for legal fees being incurred. She disrupted the 1103 application which sought to impose a settlement on the OPGT by taking an oppositional stance at such Court Application causing the Trustees to withdraw the offer and application. She forced the Trustees to go to Court twice to have the assets transferred when new Trustees were appointed. She went to Court twice to stop Code of Conduct actions against her. She has actively opposed everything the Trustees have approved. In a previous settlement meeting that she attended, she was hostile and basically ended the meeting by yelling about legal fees and releasing privileged information. She is now seeking over \$700,000 in legal fees to be paid to her lawyers from the Trusts.
132. In respect of paragraph 29(k) of the September 30 Affidavit, the Trustees agreed to pay the legal fees of SFN when it became clear that considerable work would have to be done by SFN for the Trusts to complete their 1103 application. The Trusts had no records concerning some of the issues that were being raised about membership. Catherine refused access to records that she claimed to have. Catherine has previously indicated support for paying SFN's costs to assist in the recovery of Trust documents stored by SFN. The Trust Deeds permit payment for services rendered for professional services deemed necessary by the Trustees. The Trustees require the services of SFN to deal with its application. SFN is not wealthy and it cannot afford to pay for legal costs to assist the Trusts. The Chief and Council advised the Trusts that if it needed the help of SFN, then the Trusts would need to pay the legal fees required.

133. The Trustees decided that there should be some control on access to the professionals in order to be able to control information and fees. Thus, the Trustees passed a resolution that the conversations with lawyers would pass through me.

#### **Failure to Proceed with Litigation**

134. Catherine has created an issue about Justin's appropriateness as a Trustee and has gone to great lengths to reserve the right to pursue having him removed. She then did nothing in her 1403 action for three years, except seek to have her legal bills paid. If she was really concerned about Justin being an inappropriate Trustee and about reserving the right to pursue the matter, then she should have pursued the matter. Again it is about Catherine and her interests first. It is not about the Trusts' interests. In November 2016, Catherine asked if Justin was going to be reappointed in December 2016 and she was told that his reappointment would be on the Agenda for the December 2016 meeting. She did nothing in the December meeting to bring other names forward to vote in as Trustees. She refused to vote in favour of the motion to reappoint Justin and Margaret as Trustees.
135. In the May 16, 2014 application, Karen Platten advised the Court that Catherine wanted to file an affidavit but that she was unavailable. However, that morning and in the days leading to the Court application she must have been in contact with Karen Platten to give instructions to negotiate the settlement deal that we were working on and must have been available to negotiate the terms of the settlement.

#### **Trustee Evaluation Process**

136. There is a trustee evaluation process in place but Catherine has not completed any evaluations and has not participated in the process.
137. Catherine has long criticized the other Trustees. In December 2009, I received a letter from then Trustee, Walter Felix Twin, indicating that the Trustees saw the issues raised in Catherine's letter as a way of getting rid of the other Trustees who she considered "dead weight". He wrote the following letter to me:

December 3, 2009

*Dear Paul Bujold, Trust Administrator:*

*At the last Trustee meeting, it was suggested that a re-evaluation of the Trustees be performed. I felt that you got the impression that this was a good idea. I wanted to share an incident with you regarding this matter but wasn't able to as we ran out of time.*

*The incident was a conversation between Catherine Twinn and David Ward. During this conversation, it was said that they wanted to get rid of three of us Trustees because we were "dead weight". I felt they said this because of our age as three of us are "elders". I was very offended to the term used to describe myself, Bertha and Clara. Although they were offended, they reacted humbly and did not bring it up at the last meeting. This is discrimination and should be addressed.*

*Also, I heard that Catherine and David Ward hired a Trust lawyer regarding this evaluation and the lawyer stated that he had no say in the matter, this was an issue that needed to be dealt with internally, can you confirm this for me? Thank you for your time.*

*Sincerely,*

*Walter F. Twin*

138. Catherine mentions a January 19, 2009 letter to David Ward that is basically Catherine's view of the state of affairs with the Trustees. It does not reflect the views of the other Trustees.
139. Catherine has repeatedly stated that she bore most of the "shoveling-up" responsibilities and that the other Trustees did nothing. My observation is that this is not correct. The Trustees create policy and I implement the policy. In fact, Catherine creates a lot of unnecessary work for the Trustees and Administrator of the Trusts.

### **Customary Laws**

140. Catherine produced a letter from David Ward suggesting that the Trustees would be in breach of their duties if they did not follow the customary laws of SFN. The Trust Deed states that these customary laws have to have been incorporated into Canadian law. I

am not aware of any body of customary law recognized by Canadian law as required by the Trust Deed. In addition, following the customary laws will still leave us with a discriminatory Trust as the custom is for females to leave SFN if they marry a non-member.

**Attack on Chief Roland Twinn**

141. Catherine suggests that Roland has received substance abuse treatment and that makes him an inappropriate Trustee. My observation is that Roland is a careful and participatory Trustee who takes an active interest in the Trusts and the beneficiaries of the Trusts. If he has received treatment that is a personal matter that should not be used against him or even mentioned at the Trustee table unless it affects his performance. This personal attack is indicative of how Catherine treats the other Trustees.
142. In respect of paragraph 29(i) of the September 30 Affidavit respecting the Power of the Chief, I believe that this information is basically incorrect. I do not believe that Chief Roland Twinn feels he has this power to exert. Of the 44 members of SFN, a small fraction is employed by Sawridge Resources. The Chief may have some influence over employment but he denies that he uses it as a threat or for blackmail as Catherine suggests. He is the Chief and this is a company owned by SFN not the Trusts. In respect of other influence of the Chief, he has no influence over hiring in respect of the assets of the Trust.
143. In respect of paragraph 34 of the September 30 Affidavit, Chief Roland Twinn does not unduly influence Trustee decisions. He participates in the meetings. He voices his opinion but he is very clear that he is not a Chief at the Trustee meetings and he tries very hard to separate SFN issues from Trusts issues. He does, however, believe that he represents the concerns of the members of SFN as a Chief traditionally does and brings those concerns to the Trusts if they involve Trusts business. I believe that Catherine tries to influence the Trustees. They have advised me that they fear reprisals from her. Although Catherine states that she finds it difficult to vote against the Chief, she regularly does so.

### **Procedural Orders**

144. Catherine would have been aware of the filing requirements in the Procedural Orders obtained in 2011. She did not file an affidavit according to the Procedural Orders in 2011 and instead waited until 2014 before she took an active adversarial role against the Trustees. She did so without warning and only served a Brief taking an adversarial role the night before an application on the settlement. This delayed the application at additional cost to the Trusts.
145. Catherine says that if people's rights are affected then they should get notice. The Procedural Orders sought the Court's direction on giving notice and the Court determined how to give notice. The Procedural Orders regarding service were followed. Catherine was involved in those early applications. She approved the process and received notice of the Procedural Orders. She now takes a contrary position years after those Procedural Orders were put in place suggesting that proper notice was not given.

### **Meeting Minutes**

146. At every Trustee meeting, the Minutes from the previous meeting are reviewed and approved. Catherine objects to the Minutes being approved but usually does not suggest changes. She does not state the reason for her objection except to occasionally say that she thinks the Minutes are flawed and will not vote for them. She has been taking this approach since March 18, 2014. This protest is obstructionist. She is not being a willing and active Trustee.
147. In 2010 she was approving Minutes or taking an active role in amending the Minutes. During her recent Questioning, she refused to acknowledge any of the Minutes as being the proper Minutes for the meeting. Attached and marked as Exhibit "Z" are all the Minutes of meetings referred to during the Questioning of Catherine and marked only as "Exhibits for Identification". These Minutes reflect what occurred at the meetings as I was present at the meetings. Brian Heidecker, the Chair, and the other Trustees confirm that these Minutes reflect what occurred at the meetings. The Questioning of Catherine was made longer and more expensive because Catherine would not acknowledge any of the Minutes as being the Minutes of the meetings.

148. At the October 15, 2013 meeting, Catherine proposed changes to the September 17, 2013 Minutes. These proposed amendments would have completely changed what the other Trustees felt had happened. Catherine moved to table discussion of these Minutes and the motion passed with Catherine voting in favour and 4 abstentions from the other Trustees. The September 17, 2013 Minutes were approved as originally drafted at the January 21, 2014 meeting with Catherine opposed.
149. At the February 25, 2014 meeting, Catherine proposed changes to the January 21, 2014 Minutes so approval of these Minutes was tabled until the Trustees could review Catherine's proposed changes. At the March 18, 2014 meeting, both the January 21, 2014 and the February 25, 2014 Minutes were again tabled since Catherine was proposing changes to both sets of Minutes.
150. On April 15, 2014, a majority of the Trustees approved both the January 21, 2014 and the February 25, 2014 Minutes as originally drafted, Catherine opposed.
151. Catherine has opposed approving the Minutes since that date stating that I am biased in taking Minutes and that there should be another person taking Minutes for the Trustee meetings. No other Trustee feels this way.
152. I have reviewed the Minutes and compiled the information about Catherine's voting record into the chart below:

Year	Opposed	Abstain	Oppose/Abstain	Absent	Total Decisions	Percent Oppose/Abstain
2016	15			4	31	48.4
2015	12	3			43	34.9
2014	18		5		49	46.9
2013	2	2			39	10.3
2012	1	1		1	54	3.7
2011					52	0
2010		1			78	1.3

### **Trusts to Merge**

153. At an October 18, 2011 meeting, Catherine referenced a part of the transcript from Chief Walter Twinn's testimony in the constitutional challenge litigation involving SFN suggesting that the two Trusts were not to co-exist; the 1985 Trust was not going to be effective and the 1986 Trust would survive. Catherine is now challenging that concept and suggesting that the Chief Walter Twinn always wanted two Trusts with two sets of beneficiaries.
154. In addition, in 2009, the Companies were lobbying the Trustees to merge the Trusts since the two-trust-situation was impeding business. Donovan Waters even drew up a Trust Deed in 2010 envisioning this merger of the Trusts if the beneficiary definition was changed to be the same in both Trusts. Catherine was involved in this process and approved it.
155. It is clear from the transcript of Chief Walter Twinn that the Trusts were to be merged. I also learned that from a phone call with Maurice Cullity. The relevant portion of the transcript is attached hereto as Exhibit "AA"

### **December 16, 2015 affidavit of Catherine Twinn**

156. Catherine also deposed a further affidavit and filed such affidavit on December 16, 2015 ("December Affidavit"). Much of the evidence in the December Affidavit is a repetition of the evidence in the September 30 Affidavit and thus I will only address my concerns, and contrary evidence, about those matters which are not a repetition.
157. In several of the paragraphs of the December Affidavit, Catherine addresses the need for the Trustees to become involved in the SFN membership process. I believe that the decision of Justice Thomas in December 2015 has determined that it is not appropriate to address membership in the 1103 action. Further, membership is not relevant to the 1403 action. Thus, while I have contrary evidence to the issues as Catherine has raised them in the December Affidavit, I will not set out that evidence in detail as I believe it has now become irrelevant. Specifically, references to SFN membership in paragraphs 4, 6, 7, 10, 11 and 12 of the December Affidavit will not be specifically addressed.
158. Catherine suggests that the Trusts need independent representation so that the management of the assets is not affected by "improper motivations". The Trusts' assets

are managed by an independent Board of Directors.

159. In paragraph 7 of the December Affidavit, Catherine suggests that she was prepared to resign but this is not true. She proposed that she and Clara would stay on as Trustees and that the other three Trustees resign. Clara and Catherine would carry on to put a process in place to appoint Trustees. The Trustees rejected this proposal.
160. In paragraph 11 of the December Affidavit, Catherine mentions a "hurriedly brought forward proposal". This proposal was not hurriedly put together. A great deal of work went into an analysis of proposals to try and settle the 1103 action because the costs of litigation were high and the Trustees thought they should try and settle. I tried to answer all of Catherine's questions. There was no refusal to answer questions. Catherine was simply refusing to participate and became abusive and upset. She yelled at everyone and left the meeting. The meeting carried on since the meeting still had a quorum and Catherine was informed by the Chair that the meeting would continue despite her absence and then she was astounded that the Trustees came to a decision. At the next meeting, she suggested to the Chair that the meeting should have stopped once she left.
161. In response to paragraph 12 of the December Affidavit, Catherine suggests that there was a refusal to disclose the basis for the proposal. This is not true. Catherine suggests that it was clear that ascertainment and inclusion of all beneficiaries would not occur. This is simply not true as the application before the Court seeks exactly that direction.
162. Catherine mentions the affiliates in paragraph 12 of the December Affidavit. The affiliates are people who have been given Indian status and the Federal department has assigned them a number for a First Nation to which they are most closely aligned. These assignments are not done with any precision and in doing a small investigation I am advised that many are incorrect. Thus, the reference to affiliates is largely inflammatory but in an abundance of caution all of the affiliates were served with notice of the 1103 application and thus they have not been excluded.
163. In respect of paragraphs 14-18 of the December Affidavit, most of this has been addressed with my evidence above in relation to the appointment of Justin and Margaret. However, there are a few matters that needs to be refuted. No action was sought against Catherine as alleged in paragraph 15. The application was drafted seeking a transfer of assets. No relief was sought against Catherine personally.



164. In respect of paragraph 15 of the December Affidavit, it was not that Dentons rejected the proposal. The negotiations broke down and no settlement could be reached and thus it was necessary to proceed with a Court Application.
165. Catherine suggests that Dentons is representing the majority of the Trustees. Dentons is acting on behalf of the Trusts based on the decisions of the majority of the Trustees.
166. In respect of providing dates for Questioning, now that Catherine is represented by Counsel, I have responded to her requests for information or we have sent the answers to her lawyer.
167. In respect of paragraph 22 of the December Affidavit, the issue of conflict has been addressed. An application was filed in an abundance of caution as a place holder application. After much consideration, we have determined that no application is necessary.
168. In respect of paragraphs 23 and 24 of the December Affidavit, the Court ultimately agreed that extensive document production was not necessary and thus the Trustees have been able to save considerable costs by the success of that application.
169. In December of 2015 Catherine incurred \$170,000 in legal costs. She now advises that her costs are in excess of \$700,000. Thus she has incurred a further \$450,000 in 2016. She says that only 20% of the fees relate to the 1403 action. I am unable to determine the accuracy of that statement as Catherine has refused to produce unredacted legal bills.
170. The information relayed in paragraph 30 of the December Affidavit in respect of legal fees is wrong, but we maintain solicitor client privilege over the information on the amount spent so it cannot be released.
171. Catherine suggests that the 1970 *Indian Act* is still used and interpreted every day by the Federal Government. I am advised by Mike McKinney that they would occasionally refer to the 1970 *Indian Act* to interpret some of the provisions in the current *Indian Act*. However, the 1970 *Indian Act* membership provisions regarding membership would not be applied as they are not in force.

### **Conversations with the legal team**

172. The Trustees decided that, given the amount of legal fees being spent, there had to be control implemented. Thus, the Trustees passed a resolution that the conversations with lawyers would pass through me. Catherine voted for that resolution. The Trustees also passed a resolution that a Trustee had to get prior approval before they could have legal fees funded.
173. It is only the Trusts' Administrator who can contact the lawyers. The text of that resolution reads:

2012-036	12-09-18	Moved by Roland, seconded by Walter that the Trustees reconfirm their policy that all contact with lawyers, consultants and other advisors be initiated only through the Trusts' Administrator for all work relating to the Trusts for which the Trusts are expected to pay and that all actions with lawyers, consultants and other advisors on behalf of the Trusts first be approved by a majority of the Trustees before being initiated. Paul will send out a letter to the various lawyers, consultants and advisors concerned.  Carried, Unanimously.
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174. **Undertaking #8 and 56**

Catherine says that the deed of appointment and transfer of assets were only presented at the January 2014 meeting. That is true, but all of the other Trustees were able to read them and agree to sign them. Catherine was asked to sign the documents at subsequent meetings and the Trustees did not proceed to Court until April 2014. It is hard for her to suggest that she did not have proper time to read these documents in the four months between January – April 2014.

The complete facts in relation to the appointment of Justin are relayed above in my Affidavit. In respect of this issue of separating out the transfer of assets, if Catherine only signs the transfer she is indirectly confirming Justin as a Trustee because only the

Trustees can be the owners of the Assets of the Trusts. It was simply obstructionist to suggest that she would not sign the deed because it involved his appointment.

175. **Undertaking #10**

The letter attached as an Answer to Undertaking #10 written by Catherine contains a number of misleading statements and misinterpretations of Justice Thomas' decision. Catherine tries to use her misinterpretations to get her way against the other Trustees by saying that she is the lawyer and therefore they must listen to her. In addition, she threatens to bring a Court application to have them all removed as Trustees. She suggests that the Trustees may be personally liable for the failure to address issues such as Trustee succession.

176. **Undertaking #12**

These notes produced by Catherine in answer to Undertaking #12 are not accurate as reviewed by the Chair, the other Trustees and me. Catherine has really reinvented history.

There is a note on page 167 of the notes that Catherine felt unsafe, disrespected and abused. None of the Trustees, the Chair, nor me noticed any disrespect to Catherine. She was not abused. My observation is that she was very overpowering and abusive to others. All of her notes appear to be intended to paint herself in a better light.

177. **Undertaking #13**

Catherine provides a letter of March 19, 2014 as an answer to this undertaking. Catherine sent the letter of March 19, 2014 to the Chair and he tried to answer all of her questions. Catherine did not accept the answers. I am advised by Doris Bonora that she was not asked by Karen Platten, Catherine's lawyer, to split the deed so that Catherine could just sign the transfer of assets. If one reviews the transcript from the Court application, Catherine's lawyer suggests that the asset transfer be done by majority vote and thus Catherine would not need to sign. The transcript is attached as Exhibit D.

178. **Undertaking #14**

In Undertaking 14, Catherine was to answer whether she made any motions at the January 21, 2014 Trustee meeting. There is a long answer produced in which Catherine again reiterates that she was abused, which is not true, and reinvents what occurred at the Meeting. She then records one motion that she made on which the Chair asked for a seconder and no one seconded the motion.

179. **Undertaking #19**

Catherine produces notes of the Meetings that are cryptic and difficult to read. There is a reason that Minutes are produced. The reason is that such Minutes are the official record of the meeting as determined by the majority of the Trustees. The Chair and I also agree with the contents of the official Minutes. Catherine has a perception of what occurs at meetings that is not always shared by the other Trustees.

180. **Undertaking #24**

The answer to this undertaking is not responsive at all. Catherine was to provide communication regarding the replacement of Clara between Clara's death and the meeting to replace Clara. Catherine produced a number of emails in which she asks for information that is not related to a replacement for Clara and then provides the information that she produced only at the meeting and not before the meeting.

In fact, many of the answers to undertakings are unresponsive to the undertaking given.

181. **Undertaking #35**

The answer to the undertaking #35 shows that Catherine does not respect the members of SFN. She suggests that Tracy Poitras Collins was only made a member because not enough supporters of Roland Twinn showed up. She does not respect the decision of the electors. Even her answer that suggests the Council belongs to Roland shows her lack of respect for the Council of SFN.

182. **Undertaking #36**

Catherine questions who gave direction for advertising for potential beneficiaries. I confirm that the Trustees gave me direction to advertise across Western Canada in a motion moved by Catherine on November 17, 2009 and carried by the Trustees.

183. **Undertaking #37**

Catherine suggests that there is a group of people that she spoke to and then suggests that there are a number of people who have an absolute right to be members of SFN. Catherine was a member of the membership committee for many years and did nothing about this. Further, in taking on this task of speaking to these people she has ignored the direct warning of legal counsel who advised the Trustees that they were not to get involved in SFN Membership.

184. **Undertaking #43**

Catherine continues to be contradictory on the issue of determining beneficiaries. She has produced a list. Then she produces categories of members. She continues to suggest that people have automatic rights to be members yet she did not help them to become members. Presumably people like William MacDonald, who she says had an automatic right to be on the list, would have had such a right when she was on the membership committee and her husband was the Chief. Yet Mr. MacDonald was not made a member during that time.

185. **Undertaking #49**

The four other Trustees, Bertha, Roland, Justin and Margaret, are functional and competent and healthy. They feel that they ask tough questions and manage the Trusts without political interference. If Catherine did not create so much hostility and if the Trusts could get through the legal process then they could just do their job of helping the beneficiaries. During this litigation many beneficiaries of the 1986 Trust have been helped. Good work is being done.

Catherine suggests that "the process of Peggy Ward's appointment was improper and in contravention of the very principles we agreed would govern and measure our decision

making". No part of this sentence is true. The appointment of Peggy Ward was made according to the Trust Deeds. It is not in contravention of any principles agreed upon.

Ultimately the undertaking is not answered.

186. **Undertaking #52**

The notes produced are again biased and are not reflective of what the other Trustees agree occurred at the Meeting. On page 31 of the notes, it says "Brian instantly pushed asking Bertha to move. She did" and "CT opposed. No one asked her for reasons". Once a vote is called then no more discussion would take place. It is clear from the notes that a discussion took place. It is interesting that the notes refer to Catherine in the third person as though she were not making the notes. The notes are difficult to read and decipher and therefore difficult to fully comment upon. I was at the meeting and the Chair did not "push" Bertha for a motion.

187. **Undertaking #53**

The answer to the undertaking is not as I remember it. The litigation is costing a lot of money and we are trying to settle the litigation and thus proposals were put forward to give directions for settlement. Bertha, Roland, Justin and Margaret (and Clara when she was alive) were/are interested in settling the litigation and wish to look at proposals. Catherine has been very difficult on the settlement issues and it is my impression that she does not wish to settle the litigation.

188. **Answers to Written Interrogatories**

The answers to the written interrogatories are mostly unresponsive or at least partially unresponsive and contain many insults to individuals. The answers are attached hereto as Exhibit "BB".

Of particular concern are responses as follows:

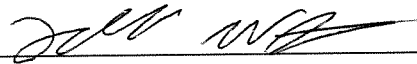
Questions	Answers
2 Does she have documents other than those provided in these undertakings that relate to the 1985 trust?	Overly broad, unreasonable
1. The undertaking was to produce Minutes, if your client has them, please produce them	Answer "your Client Roland Twinn can produce the Minutes"
12 Who prepared the transcript? Was the transcript edited by Ms. Twinn	not answered at all
15 asking for documentation on a motion	"Typical of the chair, there was no discussion or information provided"
16 Produce background materials previously referenced	Unable to locate any materials
28 produce communications with proposed trustee	Communications will not be produced
30 question to produce entire documents and attachments of documents previously produced	No - irrelevant
47 Catherine says the Chief exerts improper influence because he can hire people in Sawridge resources. She was asked to provide the names of people affected	Irrelevant to these proceedings
49 Catherine suggests that Peggy Ward's appointment is improper and she was asked how it was improper	Not answered at all
51 asked about notes to a meeting	See answer to interrogatory Question 9. There is no question 9
54 Asked to explain her response	Refuses to provide any other explanation
62 asked to identify the documents that respond to the question other than to refer to all the documents produced so far	Refuses to provide any other response

64-66 asked for more information on accounts that are being asked to be paid	Will not provide
67 asked for supporting document expert relied upon	"not reconsidered"
69 provide source documents of expert	"irrelevant"

190. I make this Affidavit in response to the evidence provided by Catherine Twinn.

SWORN OR AFFIRMED BY THE DEPONENT BEFORE A COMMISSIONER FOR  
OATHS AT EDMONTON ALBERTA ON February 15, 2017.

  
\_\_\_\_\_  
Paul Bujold

  
\_\_\_\_\_  
Commissioner for Oaths in and for the  
Province of Alberta

*Taylor Watts*  
*Student-at-Law*

\_\_\_\_\_  
Appointment Expiry Date



This is Exhibit "A" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

COURT FILE NUMBER

COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE



Clerk's stamp:

1103 14112

EDMONTON

IN THE MATTER OF THE TRUSTEE ACT,  
R.S.A. 2000, c. T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE  
BAND INTER VIVOS SETTLEMENT  
CREATED BY CHIEF WALTER PATRICK  
TWINN, OF THE SAWRIDGE INDIAN  
BAND, NO. 19, now known as SAWRIDGE  
FIRST NATION, ON APRIL 15, 1985  
(the "1985 Sawridge Trust")

APPLICANTS

ROLAND TWINN,  
CATHERINE TWINN,  
WALTER FELIX TWIN,  
BERTHA L'HIRONDELLE, and  
CLARA MIDBO, as Trustees for the 1985  
Sawridge Trust

DOCUMENT

**Affidavit of Paul Bujold for Procedural  
Order**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Attention: Doris C.E. Bonora

Reynolds, Mirth, Richards & Farmer LLP

3200 Manulife Place

10180 - 101 Street

Edmonton, AB T5J 3W8

Telephone: (780) 425-9510

Fax: (780) 429-3044

File No: 108511-001-DCEB

**AFFIDAVIT OF PAUL BUJOLD**

Sworn on August 30, 2011

I, Paul Bujold, of Edmonton, Alberta swear and say that:

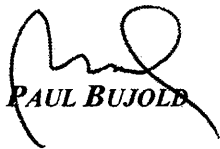
1. I am the Chief Executive Officer of the Sawridge Trusts, which trusts consist of the Sawridge Band Intervivos Settlement created in 1985 (hereinafter referred to as the "1985 Trust") and the Sawridge Band Trust created in 1986 (hereinafter referred to as the "1986 Trust"), and as such have personal knowledge of the matters hereinafter deposed to unless stated to be based upon information and belief, in which case I verily believe the same to be true.
2. I make this affidavit in support of an application for setting the procedure for seeking the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Trust.
3. On April 15, 1982, Chief Walter Patrick Twinn, who is now deceased, executed a Deed of Settlement a copy of which is attached hereto as Exhibit "A" to this my affidavit ("1982 Trust").
4. On April 15, 1985, Chief Walter Patrick Twinn, who is now deceased, executed a Deed of Settlement a copy of which is attached hereto as Exhibit "B" to this my affidavit ("1985 Trust").
5. On August 15, 1986, Chief Walter Patrick Twinn, who is now deceased, executed a Deed of Settlement a copy of which is attached hereto as Exhibit "C" to this my affidavit ("1986 Trust").
6. The Trustees of the 1985 Trust have been managing substantial assets, some of which were transferred from the 1982 Trust, and wish to make some distributions to the Beneficiaries of the 1985 Trust. However, concerns have been raised by the Trustees of the 1985 Trust with respect to the following:
  - a. Determining the definition of "Beneficiaries" contained in the 1985 Sawridge Trust, and if necessary varying the 1985 Sawridge Trust to clarify the definition of "Beneficiaries".
  - b. Seeking direction with respect to the transfer of assets to the 1985 Sawridge Trust.
7. In order to determine the beneficiaries of the 1985 Trust, the Trustees of the 1985 Trust directed me to place a series of advertisements in newspapers in Alberta, Saskatchewan, Manitoba and British Columbia to collect the names of those individuals who may be beneficiaries of the 1985 Trust.
8. As a result of these advertisements I have received notification from a number of individuals who may be beneficiaries of the 1985 Trust.
9. I have corresponded with the potential beneficiaries of the 1985 Trust and such correspondence is attached hereto as Exhibit "D".
10. I have compiled a list of the following persons who I believe may have an interest in the application for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Trust:
  - a. Sawridge First Nation;

- b. All of the registered members of the Sawridge First Nation;
  - c. All persons known to be beneficiaries of the 1985 Sawridge Trust and all former members of the Sawridge First Nation who are known to be excluded by the definition of "Beneficiaries" in the 1986 Sawridge Trust, but who would now qualify to apply to be members of the Sawridge First Nation;
  - d. All persons known to have been beneficiaries of the Sawridge Band Trust dated April 15, 1982 (hereinafter referred to as the "1982 Sawridge Trust"), including any person who would have qualified as a beneficiary subsequent to April 15, 1985;
  - e. All of the individuals who have applied for membership in the Sawridge First Nation;
  - f. All of the individuals who have responded to the newspaper advertisements placed by the Applicants claiming to be a beneficiary of the 1985 Sawridge Trust;
  - g. Any other individuals who the Applicants may have reason to believe are potential beneficiaries of the 1985 Sawridge Trust;
  - h. The Office of the Public Trustee of Alberta (hereinafter referred to as the "Public Trustee") in respect of any minor beneficiaries or potential minor beneficiaries;  
  
(those persons mentioned in Paragraph 10 (a) – (h) are hereinafter collectively referred to as the "Beneficiaries and Potential Beneficiaries"); and
  - i. Those persons who regained their status as Indians pursuant to the provisions of *Bill C-31* (An Act to amend the *Indian Act*, assented to June 28, 1985) and who have been deemed to be affiliated with the Sawridge First Nation by the Minister of Aboriginal Affairs and Northern Development Canada (hereinafter referred to as the "Minister").
11. The list of Beneficiaries and Potential Beneficiaries consists of 194 persons. I have been able to determine the mailing address of 190 of those persons. Of the four individuals for whom I have been unable to determine a mailing address, one is a person who applied for membership in the Sawridge First Nation but neglected to provide a mailing address when submitting her application. The other three individuals are persons for whom I have reason to believe are potential beneficiaries of the 1985 Trust and whose mother is a current member of the Sawridge First Nation.
12. With respect to those individuals who regained their status as Indians pursuant to the provisions of *Bill C-31* and who have been deemed to be affiliated with the Sawridge First Nation by the Minister, the Minister will not provide us with the current list of these individuals nor their addresses, citing privacy concerns. These individuals are not members of the Sawridge First Nation but may be potential beneficiaries of the 1985 Trust due to their possible affiliation with the Sawridge First Nation.
13. A website has been created and is located at [www.sawridgetrust.ca](http://www.sawridgetrust.ca) (hereinafter referred to as the "Website"). The Beneficiaries and Potential Beneficiaries and the Minister have

access to the Website and it can be used to provide notice to the Beneficiaries and Potential Beneficiaries and the Minister and to make information available to them.


14. The Trustees seek this Court's direction in setting the procedure for seeking the opinion, advice and direction of the Court in regard to:
- a. Determining the Beneficiaries of the 1985 Trust.
  - b. Reviewing and providing direction with respect to the transfer of the assets to the 1985 trust.
  - c. Making any necessary variations to the 1985 Trust or any other Order it deems just in the circumstances.

SWORN OR AFFIRMED BY THE DEPONENT BEFORE A COMMISSIONER FOR OATHS  
AT EDMONTON, ALBERTA ON AUGUST 30, 2011.



PAUL BUJOLD

810070; August 29, 2011  
810070; August 30, 2011



Commissioner's Name:  
Appointment Expiry Date:

**MARCO S. PORETTI**  
*Barrister / Solicitor*

This is Exhibit "A" referred to in the  
Affidavit of

Paul Bejold

Sworn before me this 20 day  
of August A.D., 2011

M. Poretti  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

**MARCO S. PORETTI**

DECLARATION OF TRUST

SAWRIDGE BAND TRUST

1982.

This Declaration of Trust made the 15th day of April, A.D.

BETWEEN:

**CHIEF WALTER PATRICK TWINN**  
of the Sawridge Indian Band  
No. 19, Slave Lake, Alberta

(hereinafter called the "Settlor")

of the First Part

AND:

**CHIEF WALTER PATRICK TWINN,**  
**WALTER FELIX TWINN and GEORGE TWINN**  
Chief and Councillors of the  
Sawridge Indian Band No. 190 G & H respectively

(hereinafter collectively called the "Trustees")

of the Second Part

AND WITNESSES THAT:

Whereas the Settlor is Chief of the Sawridge Indian Band No. 19,  
and in that capacity has taken title to certain properties on trust for the  
present and future members of the Sawridge Indian Band No. 19 (herein  
called the "Band"); and,

Whereas it is desirable to provide greater detail for both the  
terms of the trust and the administration thereof; and,

Whereas it is likely that further assets will be acquired on trust for the present and future members of the Band, and it is desirable that the same trust apply to all such assets;

NOW, therefore, in consideration of the premises and mutual promises contained herein, the Settlor and each of the Trustees do hereby covenant and agree as follows:

1. The Settlor and Trustees hereby establish a Trust Fund, which the Trustees shall administer in accordance with the terms of this Agreement.
2. Wherever the term "Trust Fund" is used in this Agreement, it shall mean: a) the property or sums of money paid, transferred or conveyed to the Trustees or otherwise acquired by the Trustees including properties substituted therefor and b) all income received and capital gains made thereon, less c) all expenses incurred and capital losses sustained thereon and less d) distributions properly made therefrom by the Trustees.
3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Agreement. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein.
4. The name of the Trust Fund shall be "The Sawridge Band Trust", and the meetings of the Trustees shall take place at the Sawridge Band Administration office located on the Sawridge Band Reserve.
5. The Trustees of the Trust Fund shall be the Chief and Councillors of the Band, for the time being, as duly elected pursuant to Sections 74

through 80 inclusive of the Indian Act, R.S.C. 1970, c. I-6, as amended from time to time. Upon ceasing to be an elected Chief or Councillor as aforesaid, a Trustee shall ipso facto cease to be a Trustee hereunder; and shall automatically be replaced by the member of the Band who is elected in his stead and place. In the event that an elected Chief or Councillor refuses to accept the terms of this trust and to act as a Trustee hereunder, the remaining Trustees shall appoint a person registered under the Indian Act as a replacement for the said recusant Chief or Councillor, which replacement shall serve for the remainder of the term of the recusant Chief or Councillors. In the event that the number of elected Councillors is increased, the number of Trustees shall also be increased, it being the intention that the Chief and all Councillors should be Trustees. In the event that there are no Trustees able to act, any person interested in the Trust may apply to a Judge of the Court of Queen's Bench of Alberta who is hereby empowered to appoint one or more Trustees, who shall be a member of the Band.

6. The Trustees shall hold the Trust Fund for the benefit of all members, present and future, of the Band; provided, however, that at the end of twenty one (21) years after the death of the last descendant now living of the original signators of Treaty Number 8 who at the date hereof are registered Indians, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among all members of the Band then living.

Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and



their status may not have been protested under Section 12(2) thereunder; and provided further that the Trustees shall exclude any member of the Band who transfers to another Indian Band, or has become enfranchised (within the meaning of these terms in the Indian Act).

The Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for the beneficiaries set out above; and the Trustees may make such payments at such time, and from time to time, and in such manner as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investment authorized for Trustees' investments by The Trustees' Act, being Chapter 373 of the Revised Statutes of Alberta 1970, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment nor to accumulate the income of the Trust Fund, and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act or the Quebec Savings Bank Act applies.

8. The Trustees are authorized and empowered to do all acts necessary or desirable to give effect to the trust purposes set out above.

and to discharge their obligations thereunder other than acts done or omitted to be done by them in bad faith or in gross negligence, including, without limiting the generality of the foregoing, the power

- a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefore; and
- c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund, including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by Federal, Provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them

by this Agreement provided such act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take with notice of and subject to this clause.

12. A majority of the Trustees shall be required for any action taken on behalf of the Trust. In the event that there is a tie vote of the Trustees voting, the Chief shall have a second and casting vote.

Each of the Trustees, by joining in the execution of this Trust Agreement, signifies his acceptance of the Trust herein. Any Chief or Councillor or any other person who becomes a Trustee under paragraph 5 above shall signify his acceptance of the Trust herein by executing this Trust Agreement or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Trust Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Trust Agreement.

SIGNED, SEALED AND DELIVERED  
In the Presence of:

Walter P. J.  
NAME

1100 One Thornton Court  
ADDRESS

A. Settlor: Walter P. J.

Walter P. J.  
NAME

1100 One Thornton Court  
ADDRESS

B. Trustees: I. Walter P. J.

NAME Weather Up

ADDRESS 1100 One Houston Court

NAME Weather Up

ADDRESS 1100 One Houston Court

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

2. G/K

3. Walter F. F...

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

This is Exhibit "B" referred to in the  
Affidavit of

Paul Bayard  
Sworn before me this 30 day  
of August A.D., 2011

M. Poretti  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

SAWRIDGE BAND INTER VIVOS SETTLEMENT

MARCO S. PORETTI

DECLARATION OF TRUST

THIS DEED OF SETTLEMENT is made in duplicate the 5<sup>th</sup>  
day of April, 1985

B E T W E E N :

CHIEF WALTER PATRICK TWINN,  
of the Sawridge Indian Band,  
No. 19, Slave Lake, Alberta,  
(hereinafter called the "Settlor"),

OF THE FIRST PART,

- and -

CHIEF WALTER PATRICK TWINN,  
GEORGE V. TWIN and SAMUEL G. TWIN,  
of the Sawridge Indian Band,  
No. 19, Slave Lake, Alberta,  
(hereinafter collectively called  
the "Trustees"),

OF THE SECOND PART.

WHEREAS the Settlor desires to create an inter vivos settlement for the benefit of the individuals who at the date of the execution of this Deed are members of the Sawridge Indian Band No. 19 within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, as such provisions existed on the 15th day of April, 1982, and the future members of such band within the meaning of the said provisions as such provisions existed on the 15th day

of April, 1952 and for that purpose has transferred to the Trustees the property described in the Schedule hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Settlement, the following terms shall be interpreted in accordance with the following rules:

- (a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 19 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15th day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time

would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15th day of April, 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15th day of April, 1982, shall be regarded as "Beneficiaries" for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or by any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band

No 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement; and

(b) "Trust Fund" shall mean:

- (A) the property described in the Schedule hereto and any accumulated income thereon;
- (B) any further, substituted or additional property and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement;
- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Settlement; and
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted.



3.           The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement.

4.           The name of the Trust Fund shall be "The Sawridge Band Inter Vivos Settlement", and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5.           Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee shall be vested in the continuing Trustees or Trustee of this Settlement and such

power shall be exercised so that at all times (except for the period pending any such appointment, including the period pending the appointment of two (2) additional Trustees after the execution of this Deed) there shall be at least five (5) Trustees of this Settlement and so that no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there is more than one (1) Trustee who is not then a Beneficiary.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the end of twenty-one (21) years after the death of the last survivor of all persons who were alive on the 15th day of April, 1982 and who, being at that time registered Indians, were descendants of the original signators of Treaty Number 8, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then living.

Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and their status may not have been protested under section 12(2) thereunder.

The Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for Trustees' investments by the Trustees' Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment nor to accumulate the income of the Trust Fund, and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Savings Bank Act applies.

8.       The Trustees are authorized and empowered to do all acts necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Settlement for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner to any extent detracting from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and
- (c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9.       Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund,

including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provisions of this Settlement may be amended from time to time by a resolution of the Trustees that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years provided that no such amendment shall be valid or effective to the extent that it changes or alters in any manner, or to any extent, the definition of "Beneficiaries" under subparagraph 2(a) of this Settlement or changes or alters in any manner, or to any extent, the beneficial ownership of the Trust Fund, or any part of the Trust Fund, by the Beneficiaries as so defined.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such

act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and subject to this clause.

13. Subject to paragraph 11 of this Deed, a majority of fifty percent (50%) of the Trustees shall be required for any decision or action taken on behalf of the Trust.

Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Settlement shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

14. This Settlement shall be governed by, and shall be construed in accordance with the laws of the Province of

Alberta.

IN WITNESS WHEREOF the parties hereto have  
executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Bruce E Thom  
NAME

A. Settlor Walter 2

Box 326, Slave Lake, Alta  
ADDRESS

B. Trustees:

Bruce E Thom  
NAME

1. Walter 2

Box 326, Slave Lake, Alta  
ADDRESS

Bruce E Thom  
NAME

2. G/K

Box 326, Slave Lake, Alta  
ADDRESS

Bruce E Thom  
NAME

3. Sam 2

Box 326, Slave Lake, Alta  
ADDRESS

Schedule

One Hundred Dollars (\$100.00) in Canadian Currency.

This is Exhibit "C" referred to in the  
Affidavit of

Paul Boyold

Sworn before me this 30 day

of August A.D., 2011

THE SAWRIDGE TRUST

DECLARATION OF TRUST

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

**MARCO S. PORETTI**

THIS TRUST DEED made in duplicate as of the 15th day of August, A.D. 1986.

BETWEEN:

CHIEF WALTER P. TWINN,  
of the Sawridge Indian Band, No. 19, Slave Lake, Alberta  
(hereinafter called the "Settlor")

OF THE FIRST PART,

- and -

CHIEF WALTER P. TWINN, CATHERINE TWINN and GEORGE TWINN,  
(hereinafter collectively called the "Trustees")

OF THE SECOND PART,

WHEREAS the Settlor desires to create an inter vivos trust for the benefit of the members of the Sawridge Indian Band, a band within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, and for that purpose has transferred to the Trustees the property described in the Schedule attached hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:



1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Deed, the following terms shall be interpreted in accordance with the following rules:

(a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band under the laws of Canada in force from time to time including, without restricting the generality of the foregoing, the membership rules and customary laws of the Sawridge Indian Band as the same may exist from time to time to the extent that such membership rules and customary laws are incorporated into, or recognized by, the laws of Canada;

(b) "Trust Fund" shall mean:

- (A) the property described in the Schedule attached hereto and any accumulated income thereon;
- (B) any further, substituted or additional property, including any property, beneficial interests or rights referred to in paragraph 3 of this Deed and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed;

- 3 -

- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Deed;
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted; and
- (E) "Trust" means the trust relationship established between the Trustees and the Beneficiaries pursuant to the provisions of this Deed.

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell, lease or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed.

4. The name of the Trust Fund shall be "The Sawridge Trust" and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. The Trustees who are the original signatories hereto, shall in their discretion and at such time as they determine, appoint additional Trustees to act hereunder. Any Trustee may at any time resign from the office of Trustee of this Trust on giving not less than thirty (30) days notice addressed to the

- 4 -

other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee and the power of appointing additional Trustees to increase the number of Trustees to any number allowed by law shall be vested in the continuing Trustees or Trustee of this Trust and such power shall be exercised so that at all times (except for the period pending any such appointment) there shall be a minimum of Three (3) Trustees of this Trust and a maximum of Seven (7) Trustees of this Trust and no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there are more than Two (2) Trustees who are not then Beneficiaries.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the expiration of twenty-one (21) years after the death of the last survivor of the beneficiaries alive at the date of the execution of this Deed, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then alive.

During the existence of this Trust, the Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

- 5 -

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for trustees' investments by the Trustee's Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Saving Bank Act applies.

8. The Trustees are authorized and empowered to do all acts that are not prohibited under any applicable laws of Canada or of any other jurisdiction and that are necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Trust for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner or to any extent detracted from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and

- 6 -

(c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with this Trust shall be paid from the Trust Fund, including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of this Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provision of this Deed may be amended from time to time by a resolution of the Trustees that received the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years and, for greater certainty, any such amendment may provide for a commingling of the assets, and a consolidation of the administration, of this Trust with the assets and administration of any other trust established for the benefit of all or any of the Beneficiaries.

- 7 -

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and shall be subject to this clause.

13. Any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claim whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision.

14. All documents and papers of every kind whatsoever, including without restricting the generality of the foregoing, cheques, notes, drafts, bills of exchange, assignments, stock transfer powers and other transfers, notices, declarations, directions, receipts, contracts, agreements, deeds, legal papers, forms and authorities required for the purpose of opening or operating any account with any bank, or other financial institution, stock broker or investment dealer and other instruments made or purported to be made by or on behalf of this Trust shall be signed and executed by any two (2) Trustees or by any person (including any of the Trustees) or persons designated for such purpose by a decision of the Trustees.

- 8 -

15. Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Trust shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

16. This Deed and the Trust created hereunder shall be governed by, and shall be construed in accordance with, the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

A. Settlor

CHIEF WALTER P. TWINN

B. Trustees:

1.

CHIEF WALTER P. TWINN

2.

CATHERINE TWINN

3.

GEORGE TWINN

UCI-26-1993 18:54 FROM SAWRIDGE ADMINISTRATION TO

14218977 P.37

- 9 -

SCHEDULE

One Hundred Dollars (\$100.00) in Canadian Currency.





# SAWRIDGE TRUSTS

24 November 2009

Dear Sawridge Trusts Potential Beneficiary,

This is Exhibit "D" referred to in the  
Affidavit of  
Paul Boyold  
Sworn before me this 30 day  
of August A.D., 2011  
M. Poretti  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta  
**MARCO S. PORETTI**

During the consultations carried out by Four World Centre for Development Learning (Four Worlds), some of those consulted raised some questions regarding either the Sawridge Band Inter-Vivos Settlement (1985 Trust) or the Sawridge Trust (1986 Trust) or both (Trusts). The Trustees of the Trusts are pleased to try to answer your questions to the best of our ability based on information available at this time. The questions asked were:

- *Who are the trustees and how are they appointed?*
- *Are the children of individuals who became eligible under Bill C-31 also eligible as beneficiaries?*
- *What about the children of those individuals who are now deceased?*
- *What is the process whereby decisions are made about who is or is not a beneficiary?*
- *How do we get to the place where we can operate the Trusts without being forced into boxes originated with the Indian Act and that continue to cause disunity?*
- *If I am a beneficiary under a Trust and I receive benefits, am I taking something from someone else's table?*
- *Do "new" beneficiaries get the same benefits as those who have been eligible for their whole lives?*
- *Can benefits to seniors be structured to avoid tax consequences and not impact old age benefits?*
- *How can we ensure equity for all beneficiaries when the Band only serves those individuals who live on the Reserve?*
- *What happens to the Trust programs if the trustees change and new trustees have a different set of ideas?*

Attached to this letter is a copy of each of the deeds setting out the terms of each of the Trusts. These are the basic governing documents which, along with generally applicable principles and the rules of trust law, determine how the Trusts are operated.

Currently, the trustees of the two Trusts are the same, namely, Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland (Guy) Twinn and Walter Felix Twin. The trustees can be reached through the Trusts' office located in Edmonton, Alberta. The address, telephone number, fax number and email address for the Trusts is listed below on the letterhead. According to the trust deeds, the existing trustees select new trustees as trustees leave. The number of possible trustees for each trust is slightly different but the trustees have chosen to appoint five trustees for both trusts and have appointed the same trustees to each trust so that the two trusts can operate together.

## **Letter to Beneficiaries, 24 November, 2009**

Paragraph 6 of the deeds applying to each of the Trusts provides that the trustees have power to distribute income or capital of the Trusts "as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the trustees may make such payment at such time and from time to time, in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate."

Although this provision refers to the Trustees' discretion as "unfettered", it is in fact controlled by the requirements of trust law. These requirements, which have been laid down in case law and are expressed in fairly general terms, can be summarized as follows:

- Trustees must give their active consideration to the exercise of their discretionary powers.
- Trustees must act in good faith, in the sense that they must take account of relevant factors and must not take account of irrelevant factors.

Whatever is relevant for these purposes depends on the circumstances of each particular case. However, the basic idea is that trustees should take account of factors relevant to the purposes of the Trusts.

The trustees have recently hired a Trust Administrator and Program Manager, Paul Bujold, to administer the benefits, develop the programs and run the office of the Trusts. Paul can be reached at the address and telephone/fax numbers below, by email at [paul@sawridgetrusts.ca](mailto:paul@sawridgetrusts.ca) or on his cell at (780) 270-4209.

Sawridge Trusts are developing a web site that will be accessible to all beneficiaries. Certain parts of the site will contain documents that are of interest to all beneficiaries while other parts will only be accessible to the particular beneficiary as it will contain private information about that person. The Web site will also list the programs currently available through the Trusts and how to access them and will provide useful links to other sites that can provide information or support programs to the beneficiaries.

Each of the Trusts owns all the shares in a separate holding company. In the case of the 1985 Trust, that company is Sawridge Holdings Ltd. and in the case of the 1986 Trust it is 352736 Alberta Ltd. Through these companies, the Trusts have invested in a number of businesses. The assets of Sawridge Holdings Ltd. and 352736 Alberta Ltd. are listed on the attached flow chart. The Directors of the holding companies and their subsidiaries, called the Sawridge Group of Companies, are independent individuals who have been chosen for their skills and experience in overseeing business enterprises such as those owned by the companies.

The Trusts were established to provide on-going benefits to the beneficiaries from the revenue generated by the Trusts' investments. This revenue fluctuates with the economic climate. The success of the businesses vary, accordingly. The resources of each Trust are limited and any system of programs has to be based on views about equitable and appropriate use of the resources available.

It is for the trustees to consider the weight to be given to particular factors. They may consider the length of time a person has been a beneficiary as one relevant factor if this is appropriate to the nature of the particular program or benefit being provided.

Another factor the trustees may consider is the impact of taxation, both generally and in the circumstances of particular beneficiaries. The trustees may be able to attempt to structure distributions in a way that will be as tax-efficient as reasonably possible. It is possible, however, that a particular distribution from the Trusts may have an impact on a person's entitlement to other programs such as Old Age Security. In considering the appropriate programs, the trustees may consider it relevant that certain programs and other benefits are only available to beneficiaries who live on the Reserve and other programs may only be available to beneficiaries living off the Reserve.

As trustees of discretionary trusts, the trustees have a broad discretion to develop those benefits through the Trusts that they feel would, from time to time, assist the individual beneficiaries and the Sawridge Band community grow and develop to better meet their own needs, the costs of which are consistent with the revenues available to the Trusts. Following the Four Worlds report, the trustees adopted a list of potential benefits suggested by the beneficiaries and Four Worlds. These benefits will be put in place gradually as more work is done on planning the financial impact of the programs on the Trusts and as the programs are matched with other programs already existing through the Regional Council, the Alberta Government, the Canadian Government or other agencies.

The trustees are responsible for exercising their discretion in respect of the programs while they are trustees. They will be responsible for evaluating the success of the programs on an on-going basis and therefore would be expected to make changes when they determine that changes are required. They also have the power to make changes based on their having, as phrased in the question asked by a beneficiary, "a different set of ideas". However, in order to make any such change they would need to consider whether replacing an already existing program would be reasonable in all the circumstances. The trustees may also, from time to time, have to take into consideration the cost of a program in relation to the amount of revenue available to the Trusts.

The rules for eligibility as a beneficiary are presently being worked out for each of the trusts. According to the trust deeds, the persons who qualify as beneficiaries are to some extent different for the 1985 Trust and for the 1986 Trust. In the 1985 Trust (paragraph 2(a) of the Deed), 'beneficiaries' are defined as persons who are also qualified to be Band members in accordance with the criteria provided in the Indian Act as at 15 April 1982. In the 1986 Trust (paragraph 2(a) of the Deed), 'beneficiaries' are defined as "all persons who at that time qualify as members of the Sawridge Indian Band under the laws of Canada in force from time to time including, without restricting the generality of the foregoing, the membership rules and customary laws of the Sawridge Band as the same may exist from time to time to the extent that such membership rules and customary laws are incorporated into, or recognized by, the laws of Canada."

The trustees are presently in the process of having some research carried out by experts in Canadian law and First Nations and Cree traditional law to develop a clear list of criteria. This

**Letter to Beneficiaries, 24 November, 2009**

will help in the process of determining who is an eligible beneficiary, especially under the 1985 Trust where the rules are more complex.

As part of this process, the trustees will post a notice in newspapers in British Columbia, Alberta and Saskatchewan asking anyone who thinks that they may be a beneficiary under either trust to provide the Trusts with information about why they feel they are eligible. Based on the facts determined and the legal advice received, the Trusts will then develop a list of qualified beneficiaries. Where it is still not clear after this process whether someone is or is not a beneficiary, the Trusts will apply to the Alberta Court for its advice on the matter.

We hope that this information answers most people's questions. As more information becomes available we will keep the beneficiaries informed, either by newsletter or through the web site. If you have any questions, please do not hesitate to contact our office and the Trusts Administrator will try to assist you.

Cordially



Paul Bujold,

Interim Chair

Sawridge Trusts Board of Trustees

Attachments





Clerk's stamp:



COURT FILE NUMBER

1103 14112

COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE TRUSTEE ACT,  
R.S.A. 2000, c. T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE  
BAND INTER VIVOS SETTLEMENT  
CREATED BY CHIEF WALTER PATRICK  
TWINN, OF THE SAWRIDGE INDIAN  
BAND, NO. 19, now known as SAWRIDGE  
FIRST NATION, ON APRIL 15, 1985  
(the "1985 Sawridge Trust")

APPLICANTS

ROLAND TWINN,  
CATHERINE TWINN,  
WALTER FELIX TWIN,  
BERTHA L'HIRONDELLE, and  
CLARA MIDBO, as Trustees for the 1985  
Sawridge Trust

DOCUMENT

**AFFIDAVIT OF PAUL BUJOLD on advice  
and direction in the 1985 trust**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Reynolds, Mirth, Richards & Farmer LLP  
3200 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3W8

Attention: Doris C.E. Bonora  
Telephone: (780) 425-9510  
Fax: (780) 429-3044  
File No: 108511-001-DCEB

**AFFIDAVIT OF PAUL BUJOLD**

**Sworn on September 12, 2011**

I, Paul Bujold, of Edmonton, Alberta swear and say that:

1. I am the Chief Executive Officer of the Sawridge Trusts, which trusts consist of the Sawridge Band Intervivos Settlement created in 1985 (hereinafter referred to as the "1985

Trust”) and the Sawridge Band Trust created in 1986 (hereinafter referred to as the “1986 Trust”), and as such have personal knowledge of the matters hereinafter deposed to unless stated to be based upon information and belief, in which case I verily believe the same to be true.

2. I make this affidavit in support of an application for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Trust.

#### **Issues for this Application**

3. At present, there are five trustees of the 1985 Trust: Bertha L’Hirondelle, Clara Midbo, Catherine Twinn, Roland C. Twinn and Walter Felix Twin (hereinafter referred to as the “Trustees”).
4. The Trustees would like to make distributions for the benefit of the beneficiaries of the 1985 Trust. However, concerns have been raised by the Trustees:
  - a. Regarding the definition of “Beneficiaries” contained in the 1985 Trust.
  - b. Regarding the transfer of assets into the 1985 Trust.
5. Accordingly, the Trustees seek the opinion, advice and direction of the Court in regard to these matters.

#### **Background**

6. In 1966, Chief Walter Patrick Twinn (hereinafter referred to as “Chief Walter Twinn”) became the Chief of the Sawridge Band No. 454, now known as Sawridge First Nation (hereinafter referred to as the “Sawridge First Nation” or the “Nation”), and remained the Chief until his death on October 30, 1997.

7. I am advised by Ronald Ewoniak, CA, retired engagement partner on behalf of Deloitte & Touche LLP to the Sawridge Trusts, Companies and First Nation, and do verily believe, that Chief Walter Twinn believed that the lives of the members of the Sawridge First Nation could be improved by creating businesses that gave rise to employment opportunities. Chief Walter Twinn believed that investing a portion of the oil and gas royalties received by the Nation would stimulate economic development and create an avenue for self-sufficiency, self-assurance, confidence and financial independence for the members of the Nation.
8. I am advised by Ronald Ewoniak, CA, and do verily believe, that in the early 1970s the Sawridge First Nation began investing some of its oil and gas royalties in land, hotels and other business assets. At the time, it was unclear whether the Nation had statutory ownership powers, and accordingly assets acquired by the Nation were registered to the names of individuals who would hold the property in trust. By 1982, Chief Walter Twinn, George Twin, Walter Felix Twin, Samuel Gilbert Twin and David Fennell held a number of assets in trust for the Sawridge First Nation.

#### Creation of the 1982 Trust

9. I am advised by Ronald Ewoniak, CA, and do verily believe, that in 1982 the Sawridge First Nation decided to establish a formal trust in respect of the property then held in trust by individuals on behalf of the present and future members of the Nation. The establishment of the formal trust would enable the Nation to provide long-term benefits to the members and their descendents. On April 15, 1982, a declaration of trust establishing the Sawridge Band Trust (hereinafter referred to as the "1982 Trust") was executed. Attached as **Exhibit "A"** to my Affidavit is a copy of the 1982 Trust.

also  
cat.

Asset held  
by indiv. in  
trust  
transferred  
to 1982 trust

10. In June, 1982, at a meeting of the trustees and the settlor of the 1982 Trust, it was resolved that the necessary documentation be prepared to transfer all property held by Chief Walter Twinn, George Vital Twin and Walter Felix Twin, in trust for the present



and future members of the Nation, to the 1982 Trust. Attached as **Exhibit "B"** to my Affidavit is a copy of the resolution passed at the said meeting dated June, 1982.

11. The 1982 Trust was varied by a Court Order entered on June 17, 2003, whereby paragraph 5 of the 1982 Trust was amended to provide for staggered terms for the trustees. Attached as **Exhibit "C"** to my Affidavit is a copy of the Court Order entered on June 17, 2003 varying the 1982 Trust.

12. On December 19, 1983, a number of properties and shares in various companies which had been held by Chief Walter Twinn, Walter Felix Twin, Samuel Gilbert Twin and David Fennell in trust for the present and future members of the Nation were transferred into the 1982 Trust. Attached as **Exhibit "D"** to my Affidavit is an agreement dated December 19, 1983, transferring certain assets into the 1982 Trust. Attached as **Exhibit "E"** to my Affidavit is a transfer agreement dated December 19, 1983 transferring certain assets from the 1982 Trust to Sawridge Holdings Ltd.

Assets held in  
trust transferred  
to Sawridge Holdings  
5-88  
W. Twinn

#### **Changes in Legislation – The *Charter of Rights and Freedoms* and Bill C-31**

13. On April 17, 1982, the *Constitution Act, 1982*, which included the *Canadian Charter of Rights and Freedoms* (hereinafter referred to as the "*Charter*"), came into force. Section 15 of the *Charter* did not have effect, however, until April 17, 1985, to enable provincial and federal legislation to be brought into compliance with it.
14. After the *Charter* came into force, the federal government began the process of amending the *Indian Act*, R.S.C. 1970, c. I-6 (hereinafter referred to as the "*1970 Indian Act*"). Following the federal election in 1984, the government introduced *Bill C-31*, a copy of which is attached as **Exhibit "F"** to my Affidavit. *Bill C-31* was introduced to address concerns that certain provisions of the 1970 *Indian Act* relating to membership were discriminatory.

15. It was expected that *Bill C-31* would result in an increase in the number of individuals included on the membership list of the Sawridge First Nation. This led the Nation to settle a new trust, the 1985 Trust, within which assets would be preserved for the Band members as defined by the legislation prior to *Bill C-31*.

#### **Creation of the 1985 Trust**

16. Attached as **Exhibit "G"** to my Affidavit is a copy of the 1985 Trust dated April 15, 1985.

17. The 1985 Trust provides that the "Beneficiaries" are:

"Beneficiaries at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 19 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15th day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15<sup>th</sup> day of April 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15<sup>th</sup> day of April, 1982, shall be regarded as "Beneficiaries" for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or by any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band No. 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement."

18. The 1985 Trust effectively "froze" the definition of beneficiaries according to the legislation as it existed prior to *Bill C-31*.

*Resettled  
to new  
trustees*

19. Attached as **Exhibit "H"** to my Affidavit is a copy of a Resolution of Trustees dated April 15, 1985, whereby the trustees of the 1982 Trust resolved to transfer all of the assets of the 1982 Trust to the 1985 Trust.

*Not sure  
why this was  
rec.*

20. On April 15, 1985, the Sawridge First Nation approved and ratified the transfer of the assets from the 1982 Trust to the 1985 Trust. Attached as **Exhibit "I"** to my Affidavit is a Sawridge Band Resolution dated April 15, 1985 to this effect.

21. On April 16, 1985 the trustees of the 1982 Trust and the trustees of the 1985 Trust declared:

- a. that the trustees of the 1985 Trust would hold and continue to hold legal title to the assets described in Schedule "A" of that Declaration; and
- b. that the trustees of the 1985 Trust had assigned and released to them any and all interest in the Promissory Notes attached as Schedule "B" of that Declaration.

Attached as **Exhibit "J"** to this my Affidavit is the Declaration of Trust made April 16, 1985.

22. Based upon my review of the exhibits attached to this my affidavit and upon the knowledge I have acquired as Chief Executive Officer of the Sawridge Trusts, I believe that all of the property from the 1982 Trust was transferred to the 1985 Trust. Further, there was additional property transferred into the 1985 Trust by the Sawridge First Nation or individuals holding property in trust for the Nation and its members.

23. The transfers were carried out by the trustees of the 1982 Trust under the guidance of accountants and lawyers. The Trustees have been unable to locate all of the necessary documentation in relation to the transfer of the assets from the 1982 Trust to the 1985 Trust or in relation to the transfer of assets from individuals or the Nation to the 1985 Trust.

24. It is clear that the transfers were done but the documentation is not currently available. The Trustees have been operating on the assumption that they were properly guided by their advisors and the asset transfer to the 1985 Trust was done properly.

! this is the key -  
- But told it was temporary and would come on Bill C-31 happening

25. The Trustees seek the Court's direction to declare that the asset transfer was proper and that the assets in the 1985 Trust are held in trust for the benefit of the beneficiaries of the 1985 Trust.

26. The 1985 Trust is the sole shareholder of Sawridge Holdings Ltd. I am advised by Ralph Peterson, Chairman of the Board of Directors of the Sawridge Group of Companies, and do verily believe that an approximate value of the 1985 Trust investment in Sawridge Holdings Ltd. as at December 31, 2010 is \$68,506,815. This represents an approximate value of the net assets of Sawridge Holdings Ltd., assuming all assets could be disposed of at their recorded net book value and all liabilities are settled at the recorded values as at that date, with no consideration for the income tax effect of any disposal transactions.

Do you know current value.

27. Taking into account the other assets and liabilities of the 1985 Trust, the approximate value of the net assets of the 1985 Trust as at December 31, 2010 is \$70,263,960.

- key 28. To unravel the assets of the 1985 Trust after 26 years would create enormous costs and would likely destroy the trust. Assets would have to be sold to pay the costs and to pay the taxes associated with a reversal of the transfer of assets.

#### Creation of the 1986 Trust

29. Attached to my affidavit as **Exhibit "K"** is a copy of the 1986 Trust dated August 15, 1986. The beneficiaries of the 1986 Trust included all members of the Sawridge First Nation in the post-Bill C-31 era.

1986 trust  
all beneficiaries  
= members  
(first 1116 (1982))

Sawridge in 1982 +  
1986 trust  
had members as  
Beneficiaries

- post-1985  
no new  
assets. ?
30. The Sawridge First Nation transferred cash and other assets into the 1986 Trust to further the purposes of the trust. After April 15, 1985 no further funds or assets were put into the 1985 Trust.
31. Effectively, the assets in existence as at April 15, 1985 were preserved for those who qualified as Sawridge members based on the definition of membership that existed at that time. The 1986 Trust was established so that assets coming into existence subsequent to April 15, 1985 could be held in trust for those individuals who qualified as members in accordance with the definition of membership that existed in the post-Bill C-31 era.

↳ which effectively would be the same as the 1982 trust

#### Identification of Beneficiaries Under the 1985 Trust and the 1986 Trust

32. The Trustees have determined that maintaining the definition of "Beneficiaries" contained in the 1985 Trust is potentially discriminatory. The definition of "Beneficiaries" in the 1985 Trust would allow non-members of the Nation to be beneficiaries of the 1985 Trust and would exclude certain members of the Nation (such as those individuals acquiring membership as a result of Bill C-31) from being beneficiaries.
33. The Trustees believe that it is fair, equitable and in keeping with the history and purpose of the Sawridge Trusts that the definition of "Beneficiaries" contained in the 1985 Trust be amended such that a beneficiary is defined as a member of the Nation, which is consistent with the definition of "Beneficiaries" in the 1986 Trust.

↳ the 1982 trust

#### Current Status

34. The Trustees have been administering the Sawridge Trusts for many years. In December of 2008, the Trustees retained the Four Worlds Centre for Development Learning (hereinafter referred to as "Four Worlds") to conduct a consultation process with the beneficiaries of the Sawridge Trusts. Four Worlds prepared a report identifying the types of programs and services that the Sawridge Trusts should offer to the beneficiaries and

the types of payments the Trustees should consider making from the trusts. Attached hereto as **Exhibit "L"** is a summary chart of recommendations taken from the said report.

35. Having undertaken the consultation process, the Trustees have a desire to confer more direct benefits on the beneficiaries of the Sawridge Trusts. The Trustees require clarification and amendment of the 1985 Trust such that the definition of "Beneficiaries" in the 1985 Trust is varied to make it consistent with the definition of "Beneficiaries" in the 1986 Trust. In this way the members of the Nation are the beneficiaries of both the 1985 Trust and the 1986 Trust and the assets that once belonged to the Nation can be distributed through the trusts to the members of the Nation.

*how have  
payments been  
made  
has disbursement  
continued*

SWORN before me at Edmonton  
in the Province of Alberta,  
on the 12 day of September, 2011.

A. Magnan  
A Commissioner for Oaths in and for  
the Province of Alberta

Paul Bujold

Catherine A. Magnan  
My Commission Expires  
January 29, 20 12

809051\_2; September 12, 2011

**A**

This is Exhibit "A" referred to in the  
Affidavit of

Paul Buold

Sworn before me this 12 day  
of September A.D., 2012

A. Magnan

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

Catherine A. Magnan

My Commission Expires

January 29, 2012

DECLARATION OF TRUST

SAWRIDGE BAND TRUST

This Declaration of Trust made the 15th day of April, A.D. 1982.

BETWEEN:

CHIEF WALTER PATRICK TWINN  
of the Sawridge Indian Band  
No. 19, Slave Lake, Alberta

(hereinafter called the "Settlor")

of the First Part

AND:

CHIEF WALTER PATRICK TWINN,  
WALTER FELIX TWINN and GEORGE TWINN  
Chief and Councillors of the  
Sawridge Indian Band No. 19 N. S. B. respectively

(hereinafter collectively called the "Trustees")

of the Second Part

AND WITNESSES THAT:

Whereas the Settlor is Chief of the Sawridge Indian Band No. 19,  
and in that capacity has taken title to certain properties on trust for the  
present and future members of the Sawridge Indian Band No. 19 (herein  
called the "Band"); and,

whereas it is desirable to provide greater detail for both the  
terms of the trust and the administration thereof; and,



Whereas it is likely that further assets will be acquired on trust for the present and future members of the Band, and it is desirable that the same trust apply to all such assets;

NOW, therefore, in consideration of the premises and mutual promises contained herein, the Settlor and each of the Trustees do hereby covenant and agree as follows:

1. The Settlor and Trustees hereby establish a Trust Fund, which the Trustees shall administer in accordance with the terms of this Agreement.
2. Wherever the term "Trust Fund" is used in this Agreement, it shall mean: a) the property or sums of money paid, transferred or conveyed to the Trustees or otherwise acquired by the Trustees including properties substituted therefor and b) all income received and capital gains made thereon, less c) all expenses incurred and capital losses sustained thereon and less d) distributions properly made therefrom by the Trustees.
3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Agreement. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein.
4. The name of the Trust Fund shall be "The Sawridge Band Trust", and the meetings of the Trustees shall take place at the Sawridge Band Administration office located on the Sawridge Band Reserve.
5. The Trustees of the Trust Fund shall be the Chief and Councillors of the Band, for the time being, as duly elected pursuant to Sections 74

through 80 inclusive of the Indian Act, R.S.C. 1970, c. I-5, as amended from time to time. Upon ceasing to be an elected Chief or Councillor as aforesaid, a Trustee shall ipso facto cease to be a Trustee hereunder; and shall automatically be replaced by the member of the Band who is elected in his stead and place. In the event that an elected Chief or Councillor refuses to accept the terms of this trust and to act as a Trustee hereunder, the remaining Trustees shall appoint a person registered under the Indian Act as a replacement for the said recusant Chief or Councillor, which replacement shall serve for the remainder of the term of the recusant Chief or Councillors. In the event that the number of elected Councillors is increased, the number of Trustees shall also be increased, it being the intention that the Chief and all Councillors should be Trustees. In the event that there are no Trustees able to act, any person interested in the Trust may apply to a Judge of the Court of Queen's Bench of Alberta who is hereby empowered to appoint one or more Trustees, who shall be a member of the Band.

6. The Trustees shall hold the Trust Fund for the benefit of all members, present and future, of the Band; provided, however, that at the end of twenty one (21) years after the death of the last descendant now living of the original signators of Treaty Number 8 who at the date hereof are registered Indians, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among all members of the Band then living.

Members.  
if illegit children of Indian women.  
Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and

wondering if so weird

If I am entitled not to do something - Am I entitled to do it - There is no prohibition

"This word in  
the shall exclude"  
very different."

their status may not have been protested under Section 12(2) thereunder;  
and provided further that the Trustees shall exclude any member of the Band  
who transfers to another Indian Band, or has become enfranchised (within  
the meaning of these terms in the Indian Act).

The Trustees shall have complete and unfettered discretion to pay  
or apply all or so much of the net income of the Trust Fund, if any, or to  
accumulate the same or any portion thereof, and all or so much of the  
capital of the Trust Fund as they in their unfettered discretion from time  
to time deem appropriate for the beneficiaries set out above; and the  
Trustees may make such payments at such time, and from time to time, and in  
such manner as the Trustees in their uncontrolled discretion deem  
appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust  
Fund in any investment authorized for Trustees' investments by The  
Trustees' Act, being Chapter 373 of the Revised Statutes of Alberta 1970,  
as amended from time to time, but the Trustees are not restricted to such  
Trustee Investments but may invest in any investment which they in their  
uncontrolled discretion think fit, and are further not bound to make any  
investment nor to accumulate the income of the Trust Fund, and may instead,  
if they in their uncontrolled discretion from time to time deem it  
appropriate, and for such period or periods of time as they see fit, keep  
the Trust Fund or any part of it deposited in a bank to which the Bank Act  
or the Quebec Savings Bank Act applies.

8. The Trustees are authorized and empowered to do all acts  
necessary or desirable to give effect to the trust purposes set out above.

and to discharge their obligations thereunder other than acts done or omitted to be done by them in bad faith or in gross negligence, including, without limiting the generality of the foregoing, the power

- a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefore; and
- c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund, including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by Federal, Provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them

by this Agreement provided such act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take with notice of and subject to this clause.

12. A majority of the Trustees shall be required for any action taken on behalf of the Trust. In the event that there is a tie vote of the Trustees voting, the Chief shall have a second and casting vote.

Each of the Trustees, by joining in the execution of this Trust Agreement, signifies his acceptance of the Trust herein. Any Chief or Councillor or any other person who becomes a Trustee under paragraph 5 above shall signify his acceptance of the Trust herein by executing this Trust Agreement or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Trust Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Trust Agreement.

SIGNED, SEALED AND DELIVERED  
In the Presence of:

Walter P. J.  
NAME

1100 One Thornton Court  
ADDRESS

A. Settlor: Walter P. J.

Walter P. J.  
NAME

1100 One Thornton Court  
ADDRESS

B. Trustees: 1. Walter P. J.

NAME Weather York

ADDRESS 1100 One Houston Court

NAME Weather York

ADDRESS 1100 One Houston Court

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

2. G. V. [Signature]

3. Walter F. [Signature]

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

**B**

Meeting of the Trustees and Settlers of the  
SAWRIDGE BAND TRUST  
June, 1982, held at Sawridge Band Office  
Sawridge Reserve, Slave Lake, Alberta

IN ATTENDANCE:

WALTER P. TWINN  
GEORGE TWIN  
WALTER FELIX TWIN

All the Trustees and Settlers being present, formal notice calling the meeting was dispensed with and the meeting declared to be regularly called. Walter P. Twinn acted as Chairman, and called the meeting to order. George Twinn acted as secretary.

IT IS HEREBY RESOLVED:

1. THAT the Solicitors and David A. Fennell and David Jones and the Accountants, Ron Ewoniak of Deloitte, Haskins & Sells presented to the Settlers a Trust Settlement document which settled certain of the assets of the Band on the Trust.
2. THAT this document was reviewed by the Settlers and approved unanimously.
3. THAT the Trustees then instructed the Solicitors to prepare the necessary documentation to transfer all property presently held by themselves to the Trust and to present the documentation for review and approval.

There being no further business, the meeting then adjourned.

All papers held  
in trust  
to go to the trust

This is Exhibit "B" referred to in the  
Affidavit of

Paul Bujold  
Sworn before me this 12 day  
of September A.D., 2011

A. Magnan  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

Catherine A. Magnan  
My Commission Expires  
January 29, 2012

WALTER P. TWINN

GEORGE TWINN

WALTER FELIX TWINN



**C**

This is Exhibit "C" referred to in the Affidavit of

Paul Bujold

Sworn before me this 12 day  
of September A.D., 2011

A. Magnan  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF EDMONTON

Catherine A. Magnan  
My Commission Expires  
January 29, 2012

IN THE MATTER OF THE SAWRIDGE BAND TRUST:

BETWEEN:

WALTER P. TWINN, GEORGE TWINN  
AND SAMUEL TWINN

APPLICANTS

AND:

WALTER P. TWINN (as representative  
of the beneficiaries)

RESPONDENT

BEFORE THE HONOURABLE  
MR. JUSTICE D. H. BOWEN  
IN CHAMBERS  
LAW COURTS, EDMONTON

)  
) ON WEDNESDAY, THE 15TH DAY  
) OF JUNE, A.D. 1983.  
)

ORDER

UPON HEARING THE APPLICATION of the Applicant in the matter of the variation of the Sawridge Band Trust to amend paragraph 5 of the original trust deed made on the 15th day of April, 1982 (a copy of which is attached) pursuant to the Alberta Trustee Act, R.S.A. 1980 c. T-10, s.42(1);

IT IS ORDERED that the Sawridge Band Trust be amended to allow the increase of the terms of office of the Trustees to 6 years for the Chief, 4 years for the Councillor (a), 2 years for Councillor (b) and that the Trustees complete their terms before they are replaced.

Interceded this 17 day

June 1983

Notary Public

Clerk of the Court

Clerk of the Court

No: 8303 15822

A.D. 1983

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF EDMONTON

IN THE MATTER OF THE SAWRIDGE BAND TRUST:

BETWEEN:

WALTER P. TWINN, GEORGE TWINN  
AND SAMUEL TWINN

APPLICANTS

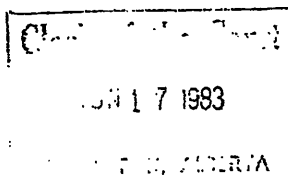
AND:

WALTER P. TWINN (as representative  
of the beneficiaries)

RESPONDENT

ORDER

David A Fennell  
Professional Corporation  
910, 10310 Jasper Avenue  
Edmonton, Alberta



**D**

transf  
from indiv Tll.  
to Sawridge Band  
Trust

THIS AGREEMENT made with effect from the 19<sup>th</sup> day of December  
A.D. 1983.

This is Exhibit "D" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 12 day  
of September A.D., 2011

A. Magnan

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

BETWEEN:

WALTER PATRICK TWINN, WALTER FELIX TWINN, SAM  
TWINN, and DAVID A. FENNELL (each being Trustees of  
certain properties for the Sawridge Indian Band,  
herein referred to as the "Old Trustees")

Catherine A. Magnan  
My Commission Expires  
January 29, 2012

OF THE FIRST PART

and:

WALTER PATRICK TWINN, SAM TWINN and GEORGE TWINN  
(together being the current Trustees of the  
Sawridge Band Trust, herein referred to as the "New  
Trustees")

OF THE SECOND PART

WHEREAS:

1. Each of the Old Trustees individually or together with one or more of the other Old Trustees holds one or more of those certain properties listed in Appendix A attached hereto in trust for the present and future members of the Sawridge Indian Band;
2. The Sawridge Band Trust has been established to provide a more formal vehicle to hold property for the benefit of present and future members of the Sawridge Indian Band; and

3. It is desirable to consolidate all of the properties under the Sawridge Band Trust, by having the Old Trustees transfer the said properties listed in Appendix A to the New Trustees.

NOW THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

1. Each of the Old Trustees hereby transfers all of his legal interest in each of the properties listed in Appendix A attached hereto to the New Trustees as joint tenants, to be held by the New Trustees on the terms and conditions set out in the Sawridge Band Trust, and as part of the said Trust.

2. The Old Trustees agree to convey their said legal interests in the properties referred to above in the New Trustees, or to their order, forthwith upon being directed to do so by the New Trustees, and in the meantime hold their interests in the said properties as agents of the New Trustees and subject to the direction of the New Trustees.

3. The New Trustees hereby undertake to indemnify and save harmless each and every one of the Old Trustees with respect to any claim or action arising after the date of this Agreement with respect to the said properties herein transferred to the New Trustees.

IN WITNESS WHEREOF each of the parties hereto has signed on the respective dates indicated below:

*McCapra*  
Witness

Dec 19/83  
Date

*McCapra*  
Witness

Dec 19/83  
Date

*Walter P Twinn*  
Walter Patrick Twinn

*Walter F Twinn*  
Walter Felix Twinn

Mr Caprihew  
Witness

Sam Twinn  
Sam Twinn

Dec 19/83  
Date

Mr Caprihew  
Witness

David A. Fennell  
David A. Fennell

Dec 19/83  
Date

Mr Caprihew  
Witness

Walter Patrick Twinn  
Walter Patrick Twinn

Dec 19/83  
Date

Mr Caprihew  
Witness

Sam Twinn  
Sam Twinn

Dec 19/83  
Date

Mr Caprihew  
Witness

George Twinn  
George Twinn

Dec 19/83  
Date

# SCHEDULE "A"

<u>Description</u>	<u>Adjusted Cost</u> <u>Base</u>	<u>Consideration</u>
A. <u>The Zeidler Property</u> All that portion of the Northeast quarter of Section 36, Township 72, Range 6. West of the 5th Meridian which lies between the North limit of the Road as shown on Road Plan 946 E.O. and the Southwest limit of the right-of-way of the Edmonton Dunevegan and British Columbia Railway on shown on Railway Plan 4961 B. O. containing 28.1 Hectare (69.40 acres) more or less  excepting thereout:  (a) 22.6 Hectares (55.73 acres) more or less described in Certificate of Title No. 227-V-136;  (b) 0.158 Hectares (1.28 acres) more or less as shown on Road Plan 469 L.Z.	\$100,000.00	Primissory Note in the amount of \$100,000.00 1 Common share in Sawridge Holdings Ltd.
B. <u>The Planer Mill</u> Plan 2580 T.R., Lot Four (4), containing 7.60 Hectares (18.79 acres) more or less (P.T. SECS. 29 and 30-72-4-W5TH, Mitsue Lake Industrial Park) excepting thereout all mines and minerals.	Land \$ 64,633.00  Equipment \$135,687.00	Primissory Note in the amount of \$200,320.00 1 Common Share in Sawridge Holdings L



<u>Description</u>	<u>Adjusted Cost</u> <u>Base</u>	<u>Consideration</u>
C. <u>Mitsue Property</u>		
Plan 2580 T.R. Lot Eight (8) containing 6.54 Hectares more or less (part of Sections 29 and 30-72-4- W5TH, Mitsue Lake Industrial Park) excepting thereout all mines and minerals and the right to work the same.	Land \$ 55,616.00  Building \$364,325.00	Promissory Note in the amount of \$419,941.00 1 Common Share in Sawridge Holdings Lt.
D. <u>The Residences</u>		
Lot 3, Block 7, Plan 1915 H.W. (305-1st St. N.E.)	Land \$ 24,602.00  House \$ 30,463.00	Promissory Note in the amount of \$40,000.00 1 Common Share in Sawridge Holdings Lt.
Lot 18, Block 35, Plan 5928 R.S. (301-7th St. S.E.)	\$ 20,184.00	Promissory Note in the amount of \$4,620.00 Mortgage assumed \$15,564 1 Common Share in Sawridge Holdings Lt.
Lot 17, Block 35, Plan 5928 R.S. (303-7th St. S.E.)	\$ 20,181.00	Promissory Note in the amount of \$4,564.00 Mortgage assumed \$15,617.00 1 Common Share in Sawridge Holdings Lt.

<u>Description</u>	<u>Consideration</u>
E. <u>Shares in Companies</u>	
1. <u>Sawridge Holdings Ltd.</u>	
Walter Patrick Twinn - 20 Class "A" common	
George Twinn - 2 Class "A" common	
Walter Felix Twinn - 10 Class "A" common	
2. <u>Sawridge Enterprises Ltd.</u>	
Walter P. Twinn - 1 share	1 common share in Sawridge Holdings Ltd.
G. Twinn - 1 share	1 common share in Sawridge Holdings Ltd.
George Twinn - 1 share	1 common share in Sawridge Holdings Ltd.
3. <u>Sawridge Development Co. (1977) Ltd.</u>	
Walter P. Twinn - 8 common	1 common share in Sawridge Holdings Ltd.
Sam Twinn - 1 common	1 common share in Sawridge Holdings Ltd.
Walter Felix Twinn - 1 common	1 common share in Sawridge Holdings Ltd.

<u>Description</u>	<u>Adjusted Cost</u> <u>Base</u>	<u>Consideration</u>
<u>Sawridge Hotels Ltd.</u>		
Walter P. Twinn, 1059	\$8,138.00	Promissory Note from Sawridge Holdings Ltd. \$8,138.00 1 Common Share in Sawridge Holdings Ltd.
David A. Fennell, 1	\$ 1.00	1 Common Share in Sawridge Holdings Ltd.
5. <u>Slave Lake Developments Ltd.</u>		
Band holds 22,000 shares	\$ 44,000	Promissory Note from Sawridge Holdings Ltd. in the amount of \$44,000 1 common share in Sawridge Holdings Ltd.
Walter Twinn holds 250 shares	\$ 250.	1 common shares in Sawridge Holdings Ltd.

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWO HUNDRED AND NINETY-THREE THOUSAND, ONE HUNDRED AND SEVENTY-EIGHT (\$293,178.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

Interest to be determined at a rate per annum equal to Three (3%) Percent in excess of the prime commercial lending rate published and charged by The Bank of Nova Scotia (a Chartered Bank of Canada with Corporate Head Offices in the City of Toronto, in the Province of Ontario) on a substantial Canadian Dollar loans to its prime risk commercial customers (hereinafter referred to as "prime rate"), until all amounts secured hereunder are paid. It being further understood and agreed that if and whenever the prime rate is a variable rate published and charged by the Bank of Nova Scotia from time to time. It being further understood and agreed that if and whenever the prime rate is varied by The Bank of Nova Scotia the interest rate hereunder shall also be varied, so that at all times the interest rate hereunder, computed on the daily minimum balance, shall be the percentage stipulated for the periods aforesaid plus the prime rate then in effect (hereinafter referred to as the "current mortgage rate"). The Mortgagor, by these presents, hereby waives dispute of and contest with the prime rate, and of the effective date of any change thereto, whether or not the Mortgagor shall have received notice in respect of any change. It being provided and agreed that interest at the current mortgage rate then in effect from time to time on the principal sum, or on such part thereof as has been from time to time advanced and is then outstanding, computed from (and including) the date the principal sum or any such part is advanced.

WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19<sup>th</sup> day of ~~December~~, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. Twinn

Per: G. L. Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this (9<sup>th</sup>) day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. J.

Per: G. J. J.

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWENTY FOUR THOUSAND, SIX HUNDRED AND TWO (\$24,602.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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DATED at the City of Edmonton, in the Province of Alberta, this 19<sup>th</sup> day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

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DATED at the City of Edmonton, in the Province of Alberta, this 19<sup>th</sup> day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter J. Twinn

Per: G. H. Twinn



PROMISSORY NOTE

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Per: Walter Patrick Twinn

Per: G. J. J.

PROMISSORY NOTE

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SAWRIDGE HOLDINGS LTD.

Per: Walter Twinn

Per: G. H. Twinn

PROMISSORY NOTE

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DATED at the City of Edmonton, in the Province of Alberta, this 19<sup>th</sup> day of December, A.D. 1983.

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Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWO HUNDRED FIFTY ONE THOUSAND THREE HUNDRED (\$251,300.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

Interest to be determined at a rate per annum equal to Three (3%) Percent in excess of the prime commercial lending rate published and charged by The Bank of Nova Scotia (a Chartered Bank of Canada with Corporate Head Offices in the City of Toronto, in the Province of Ontario) on a substantial Canadian Dollar loans to its prime risk commercial customers (hereinafter referred to as "prime rate"), until all amounts secured hereunder are paid. It being further understood and agreed that if and whenever the prime rate is a variable rate published and charged by the Bank of Nova Scotia from time to time. It being further understood and agreed that if and whenever the prime rate is varied by The Bank of Nova Scotia the interest rate hereunder shall also be varied, so that at all times the interest rate hereunder, computed on the daily minimum balance, shall be the percentage stipulated for the periods aforesaid plus the prime rate then in effect (hereinafter referred to as the "current mortgage rate"). The Mortgagor, by these presents, hereby waives dispute of and contest with the prime rate, and of the effective date of any change thereto, whether or not the Mortgagor shall have received notice in respect of any change. It being provided and agreed that interest at the current mortgage rate then in effect from time to time on the principal sum, or on such part thereof as has been from time to time advanced and is then outstanding, computed from (and including) the date the principal sum or any such part is advanced.

WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19<sup>th</sup> day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. Twinn

Per: G. H. Twinn

E

transf. to  
Sawridge Band  
trust &  
Sawridge Holdings  
in exchange for  
shares

THIS AGREEMENT made with effect from the 19<sup>th</sup>  
A.D. 1983.

day of December  
This is Exhibit "E" referred to in the  
Affidavit of

Paul Buiold

TRANSFER AGREEMENT

Sworn before me this 12 day  
of September A.D., 2011

A. Magnan

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

BETWEEN:

Catherine A. Magnan  
My Commission Expires

WALTER PATRICK TWINN, SAM TWINN, and GEORGE J. TWINN, 2012  
(together being the Trustees of the Sawridge Band  
Trust, herein referred to as the "New Trustees")

OF THE FIRST PART

and:

SAWRIDGE HOLDINGS LTD. (a federally incorporated  
Company maintaining its head office on the Sawridge  
Indian Band Reserve near Slave Lake, Province of  
Alberta, hereinafter referred to as the  
"Purchaser")

OF THE SECOND PART

WHEREAS:

1. The New Trustees are the legal owners of certain assets  
(herein referred to as the "property") described in Schedule "A"  
annexed to this Agreement, and hold the property in trust for the  
members of the Sawridge Indian Band.
2. The New Trustees have agreed to transfer to the Purchaser all  
of their right, title and interest in and to the property and the  
Purchaser has agreed to purchase the property upon and subject to  
the terms set forth herein;

3. The New Trustees and the Purchaser have agreed to file jointly an Election under subsection 85(1) of the Federal Income Tax Act in respect of the property and the amount to be elected in respect of the property as set forth in Schedule "A" to this Agreement, the said Election and amounts having been made and agreed to only for tax purposes of the parties hereto;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. For good and valuable consideration as more particularly set forth in Schedule "A" hereto, now paid by the Purchaser to the New Trustees (the receipt and sufficiency of which is hereby acknowledged) and being fair market value of the property described and referred to in the said Schedule "A", the New Trustees hereby grant, bargain, sell, assign, transfer, convey and set over unto the Purchaser, its successors and assigns, the property owned by the New Trustees as described and referred to in Schedule "A" hereto annexed.

2. The purchase price for the property shall be paid as follows:

- (a) by promissory note or notes drawn by the Purchaser in favour of the New Trustees equal in value to the aggregate of the adjusted cost bases to the New Trustees of all items of the said property;
- (b) by the issuing by the Purchaser to the New Trustees of one or more Common Shares of the Purchaser.

3. The new Trustees hereby covenant, promise and agree with the purchaser that the New Trustees are or are entitled to be now rightfully possessed of and entitled to the property hereby sold, assigned and transferred to the purchaser, and that the New Trustees have covenant good right, title and authority to sell, assign and transfer the same unto the Purchaser, its successors and assigns, according to the true intent and meaning of these presents; and the Purchaser shall immediately after the execution and delivery hereof have possession and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the same and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the New Trustees or any person whomsoever; and the Purchaser shall have good and marketable title thereto, free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, pledges, security interests, adverse claims, liens, charges and encumbrances of any nature or kind whatever (except as specifically agreed to between the parties).

4. For the purposes hereof:

(i) "fair market value" of the property:

- (a) shall mean the fair market value thereof on the effective date of this Agreement;
- (b) subject to (c) below, the fair market value of the property which is being mutually agreed upon by the New Trustees and the Purchaser is listed and as described in Schedule A attached hereto;
- (b) in the event that the Minister of National Revenue or any other competent authority at any time finally determines that the fair market value of the property referred to in (a) above differs from the mutually agreed upon value in (b) above, the fair market value of the property shall for all purposes of this Agreement be deemed always to have been equal to the value finally determined by the said Minister or other competent authority.



- (ii) "tax cost" of the property shall mean the cost amount of the property for income tax purposes, as of the effective date of this Agreement.
- (iii) The "purchase price" for the property shall be the fair market value thereof as determined under (i) above.

5. The New Trustees and the Purchaser shall jointly complete and file Form T2057 (Election on Disposition of Property to a Canadian Corporation, herein referred to as "Election") required under subsection 85(1) of The Federal Income Tax Act in respect of the property with the Edmonton district offices of Revenue Canada - Taxation on or before such dates as may be required by the said Income Tax Act.

6. The Purchaser shall, upon execution of this Agreement, cause to be issued and allotted to the New Trustees the shares set out in Schedule A hereto.

7. The New Trustees covenant and agree with the Purchaser, its successor and assigns, that they will from time to time and at all times hereafter, upon every reasonable request of the Purchaser, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Purchaser, its successors and assigns, for more effectually and completely vesting in the Purchaser, its successors and assigns, the property hereby sold, assigned and transferred in accordance with the terms hereof, and the Purchaser makes the same undertaking in favour of the New Trustees.

IN WITNESS WHEREOF this Agreement has been executed on the dates indicated by the New Trustees and the Purchaser effective as of the date first above written.

Dec 19/83  
Date

J M Capnerhurst  
Witness

Walter P. Twinn  
Walter Patrick Twinn

Dec 19/83  
Date

J M Capnerhurst  
Witness

Sam Twinn  
Sam Twinn

Dec 19/83  
Date

J M Capnerhurst  
Witness

George Twinn  
George Twinn

Dec 19/83  
Date

Witness (c/s)

Sawridge Holdings Ltd.  
Walter P. Twinn

APPENDIX "A"

THIS is Appendix "A" to an Agreement made with effect from  
the 19 day of December, A.D. 1983.

BETWEEN:

WALTER PATRICK TWINN, WALTER FELIX TWINN, SAM  
TWINN, and DAVID A. FENNELL (the "Old Trustees")

and:

WALTER PATRICK TWINN, SAM TWINN AND GEORGE  
TWINN (the "New Trustees")

The properties referred to in that Agreement are:

<u>Description</u>	<u>Old Trustee(s)</u>
A. <u>The Zeidler Property</u>	
All that portion of the Northeast quarter of Section 36, Township 72, Range 6, West of the 5th Meridian which lies between the North limit of the Road as shown on Road Plan 946 E.O. and the Southwest limit of the right-of-way of the Edmonton Dunevegan and British Columbia Railway as shown on Railway Plan 4961 B.O. containing 28.1 Hectares (69.40 acres) more or less	Walter P. Twinn
excepting thereout:	
(a) 22.6 Hectares (55.73 acres) more or less described in Certificate of Title No. 227-V-136;	
(b) 0.158 Hectares (1.28 acres) more or less as shown on Road Plan 469 L.Z.	

<u>Description</u>	<u>Old Trustee(s)</u>
B. <u>The Planer Mill</u>  Plan 2580 T.R., Lot Four (4), containing 7.60 Hectares (18.79 acres) more or less, (P.T. SECS. 29 and 30-72-4-W5TH, Mitsu Lake Industrial Park) excepting thereout all mines and minerals.	Walter P. Twinn
C. <u>Mitsue Property</u>  Plan 2580 T.R. Lot Eight (8) containing 6.54 Hectares more or less (part of Sections 29 and 30-72- 4-W5TH, Mitsu Lake Industrial Park) excepting thereout all mines and minerals and the right to work the same.	
D. <u>The Residences</u>  Lot 3, Block 7, Plan 1915 H.W. (305-1st St. N.E.) Lot 18, Block 35, Plan 5928 R.S. (301-7th St. S.E.) Lot 17, Block 35, Plan 5928 R.S. (303-7th St. S.E.)	Walter P. Twinn
D. <u>Shares in Companies</u>  1. <u>Sawridge Holdings Ltd.</u>  Walter Patrick Twinn - 20 Class "A" common  George Twinn - 2 Class "A" common  Walter Felix Twinn - 10 Class "A" common	

<u>Description</u>	<u>Trustee(s)</u>
2. <u>Sawridge Enterprises Ltd.</u>	
Walter P. Twinn - 1 share	
Samuel G. Twinn - 1 share	
George Twinn - 1 share	
3. <u>Sawridge Development Co. (1977) Ltd.</u>	
Walter P. Twinn - 8 common	
Sam Twinn - 1 common	
Walter Felix Twinn - 1 common	
4. <u>Sawridge Hotels Ltd.</u>	
Walter P. Twinn, 1059	
David A. Fennell, 1	
5. <u>Slave Lake Developments Ltd.</u>	
Band holds 22,000 shares	
Walter Twinn holds 250 shares	

**F**

**G**

This is Exhibit "G" referred to in the  
Affidavit of  
Paul Bujold

Sworn before me this 12 day

September A.D., 20 11

SAWRIDGE BAND INTER VIVOS SETTLEMENT

A. Magnan  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

DECLARATION OF TRUST

Catherine A. Magnan  
My Commission Expires  
January 29, 2012

THIS DEED OF SETTLEMENT is made in duplicate the 15<sup>th</sup>  
day of April, 1985

B E T W E E N :

CHIEF WALTER PATRICK TWINN,  
of the Sawridge Indian Band,  
No. 19, Slave Lake, Alberta,  
(hereinafter called the "Settlor"),

OF THE FIRST PART,

- and -

CHIEF WALTER PATRICK TWINN,  
GEORGE V. TWIN and SAMUEL G. TWIN,  
of the Sawridge Indian Band,  
No. 19, Slave Lake, Alberta,  
(hereinafter collectively called  
the "Trustees"),

OF THE SECOND PART.

WHEREAS the Settlor desires to create an inter vivos settlement for the benefit of the individuals who at the date of the execution of this Deed are members of the Sawridge Indian Band No. 19 within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, as such provisions existed on the 15th day of April, 1982, and the future members of such band within the meaning of the said provisions as such provisions existed on the 15th day



of April, 1952 and for that purpose has transferred to the Trustees the property described in the Schedule hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Settlement, the following terms shall be interpreted in accordance with the following rules:

- (a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 19 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15th day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time

would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15th day of April, 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15th day of April, 1982, shall be regarded as "Beneficiaries" for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or by any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band

No 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement; and

(b) "Trust Fund" shall mean:

- (A) the property described in the Schedule hereto and any accumulated income thereon;
- (B) any further, substituted or additional property and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement;
- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Settlement; and
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted.

3.       The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement.

4.       The name of the Trust Fund shall be "The Sawridge Band Inter Vivos Settlement", and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5.       Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee shall be vested in the continuing Trustees or Trustee of this Settlement and such

power shall be exercised so that at all times (except for the period pending any such appointment, including the period pending the appointment of two (2) additional Trustees after the execution of this Deed) there shall be at least five (5) Trustees of this Settlement and so that no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there is more than one (1) Trustee who is not then a Beneficiary.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the end of twenty-one (21) years after the death of the last survivor of all persons who were alive on the 15th day of April, 1982 and who, being at that time registered Indians, were descendants of the original signators of Treaty Number 8, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then living.

Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and their status may not have been protested under section 12(2) thereunder.

The Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for Trustees' investments by the Trustees' Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment nor to accumulate the income of the Trust Fund, and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Savings Bank Act applies.

8.       The Trustees are authorized and empowered to do all acts necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Settlement for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner to any extent detracting from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and
- (c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9.       Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund,

including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provisions of this Settlement may be amended from time to time by a resolution of the Trustees that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years provided that no such amendment shall be valid or effective to the extent that it changes or alters in any manner, or to any extent, the definition of "Beneficiaries" under subparagraph 2(a) of this Settlement or changes or alters in any manner, or to any extent, the beneficial ownership of the Trust Fund, or any part of the Trust Fund, by the Beneficiaries as so defined.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such



act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and subject to this clause.

13. Subject to paragraph 11 of this Deed, a majority of fifty percent (50%) of the Trustees shall be required for any decision or action taken on behalf of the Trust.

Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Settlement shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

14. This Settlement shall be governed by, and shall be construed in accordance with the laws of the Province of

Alberta.

IN WITNESS WHEREOF the parties hereto have  
executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Bruce E Thom  
NAME

A. Settlor Walter

Box 326, Slave Lake, Alta  
ADDRESS

Bruce E Thom  
NAME

B. Trustees:

1. Walter

Box 326, Slave Lake, Alta  
ADDRESS

Bruce E Thom  
NAME

2. G/K

Box 326, Slave Lake, Alta  
ADDRESS

Bruce E Thom  
NAME

3. Same 2

Box 326, Slave Lake, Alta  
ADDRESS

Schedule

One Hundred Dollars (\$100.00) in Canadian Currency.

H

This is Exhibit "H" referred to in the  
Affidavit of

Paul Bujold

SAWRIDGE BAND TRUST

Sworn before me this 12 day

of September A.D., 20 11

RESOLUTION OF TRUSTEES

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

Catherine A. Magnan

My Commission Expires

WHEREAS the undersigned are the Trustees of an  
inter vivos settlement (the "Sawridge Band Trust") made the  
15th day of April, 1982 between Chief Walter Patrick Twinn,  
as Settlor, and Chief Walter Patrick G. Twinn, Walter Felix  
Twin and George V. Twin, as Trustees;

AND WHEREAS the beneficiaries of the Sawridge Band  
Trust are the members, present and future, of the Sawridge  
Indian Band (the "Band"), a band for the purposes of the  
Indian Act R.S.C., Chapter 149;

AND WHEREAS amendments introduced into the House  
of Commons on the 28th day of February, 1985 may, if  
enacted, extend membership in the Band to certain classes of  
persons who did not qualify for such membership on the 15th  
day of April, 1982;

AND WHEREAS pursuant to paragraph 6 of the  
instrument (the "Trust Instrument") establishing the Trust  
the undersigned have complete and unfettered discretion to  
pay or apply all or so much of the net income of the Trust  
Fund and all or so much of the capital of the Trust Fund as  
they in their unfettered discretion from time to time deem  
appropriate for the beneficiaries of the Trust;

AND WHEREAS for the purpose of precluding future  
uncertainty as to the identity of the beneficiaries of the  
Trust the Trustees desire to exercise the said power by  
resettling the assets of the Trust for the benefit of only  
those persons (the "Beneficiaries") who qualify, or would in  
the future qualify, for membership in the Band under the  
provisions of the Act in force on the 15th day of April,  
1982;

APR 12 1985  
AND WHEREAS by deed executed the 15<sup>th</sup> day of  
March, 1985 between Chief Walter Patrick Twinn, as Settlor,  
and the undersigned as Trustees, an inter vivos settlement  
(the "Sawridge Band Inter Vivos Settlement") has been  
constituted for the benefit of the Beneficiaries;

NOW THEREFORE BE IT RESOLVED THAT

1. the power conferred upon the undersigned in their  
capacities as Trustees of the Trust pursuant to paragraph 6  
of the Trust Instrument be and the same is hereby exercised  
by transferring all of the assets of the Trust to the

undersigned in their capacities as Trustees of the Sawridge  
Band Inter Vivos Settlement; and

2. Chief Walter Patrick Twinn is hereby authorized to execute all share transfer forms and other instruments in writing and to do all other acts and things necessary or expedient for the purpose of completing the transfer of the said assets of the Trust to the Sawridge Band Inter Vivos Settlement in accordance with all applicable legal formalities and other legal requirements.

DATED the 15<sup>th</sup> day of <sup>APRIL</sup> ~~March~~ 1985.  
S.S.

Walter P. Twinn  
Chief Walter Patrick Twinn

Samuel G. Twinn  
Samuel G. Twinn

George V. Twinn  
George V. Twinn

ACCEPTANCE BY TRUSTEES

The undersigned in their capacities as Trustees of the Sawridge Band Inter Vivos Settlement hereby declare that they accept the transfer of all of the assets of the Trust and that they will hold the said assets and deal with the same hereafter for the benefit of the Beneficiaries in all respects in accordance with the terms and provisions of the Sawridge Band Inter Vivos Settlement.

DATED the 15<sup>th</sup> day of <sup>APRIL</sup> ~~March~~, 1985.  
S.S.

Walter P. Twinn  
Chief Walter Patrick Twinn

Samuel G. Twinn  
Samuel G. Twinn

George V. Twinn  
George V. Twinn



I



21902 Trust  
DOCS Docs.

SAWRIDGE BAND RESOLUTION

WHEREAS the Trustees of a certain trust dated the 15th day of April, 1982, have authorized the transfer of the trust assets to the Trustees of the attached trust dated the 15th day of April, A.D., 1985.

AND WHEREAS the assets have actually been transferred this 15th day of April, A.D. 1985.

THEREFORE BE IT RESOLVED at this duly convened and constituted meeting of the Sawridge Indian Band at the Band Office in Slave Lake, Alberta, this 15th day of April, A.D. 1985, that the said transfer be and the same is hereby approved and ratified.

WITNESS

as to all signatures  
Bruce & Thom

This is Exhibit "I" referred to in the  
Affidavit of

Paul Bujold  
Sworn before me this 12 day  
of September A.D., 2011

A. Magnan  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

Catherine A. Magnan  
My Commission Expires  
January 29, 2012

*[Handwritten signatures]*  
Sam I  
Walter F Twin  
G V  
Walter  
Dellie L. Twin  
Chris Twin  
Jean Peterson  
Catherine Twin

**J**



transfer from 1982 to 1985.

DECLARATION OF TRUST MADE THIS 16TH DAY OF APRIL,

1985.

This is Exhibit "J" referred to in the Affidavit of

Paul Bugold

BETWEEN:

Sworn before me this 12 day

of September A.D., 2011

A. Magnan

WALTER PATRICK TWINN, SAM TWINN AND  
GEORGE TWIN  
(hereinafter referred to collectively as the "Old Trustees")

Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

Catherine A. Magnan  
My Commission Expires  
January 29, 2012

OF THE FIRST PART

AND:

WALTER PATRICK TWINN, SAM TWINN AND  
GEORGE TWIN  
(hereinafter referred to collectively  
as the "New Trustees")  
OF THE SAWRIDGE INTER VIVOS SETTLEMENT

OF THE SECOND PART

WHEREAS the "Old Trustees" of the Sawridge Band Trust  
(hereinafter referred to as the "trust") hold legal title to  
the assets described in Schedule "A" and settlor Walter P. Twinn  
by Deed in writing dated the 15th day of April, 1985 created  
the Sawridge Inter Vivos Settlement (hereinafter referred to  
as the "settlement").

AND WHEREAS the settlement was ratified and approved  
at a general meeting of the Sawridge Indian Band held in the  
Band Office at Slave Lake, Alberta on April 15th, A.D. 1985.

NOW THEREFORE this Deed witnesseth as follows:

The undersigned hereby declare that as new trustees  
they now hold and will continue to hold legal title to the assets  
described in Schedule "A" for the benefit of the settlement,  
in accordance with the terms thereof.

.../2

Further, each old trustee does hereby assign and release to the new trustees any and all interest in one or more of the promissory notes attached hereto as Schedule "B".

OLD TRUSTEES

WITNESS:  
DAB

Walter J  
\_\_\_\_\_  
\_\_\_\_\_

NEW TRUSTEES

DAB

Walter J  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE "A"

SAWRIDGE HOLDINGS LTD. --- SHARES

WALTER PATRICK TWINN 30 CLASS "A" COMMON

GEORGE TWIN 4 CLASS "A" COMMON

SAM TWIN 12 CLASS "A" COMMON

SAWRIDGE ENERGY LTD. --- SHARES

WALTER PATRICK TWINN 100 CLASS "A" COMMON

SCHEDULE 'B'

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD, a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWO HUNDRED AND NINETY-THREE THOUSAND, ONE HUNDRED AND SEVENTY-EIGHT (\$293,178.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

Interest to be determined at a rate per annum equal to Three (3%) Percent in excess of the prime commercial lending rate published and charged by The Bank of Nova Scotia (a Chartered Bank of Canada with Corporate Head Offices in the City of Toronto, in the Province of Ontario) on a substantial Canadian Dollar loans to its prime risk commercial customers (hereinafter referred to as "prime rate"), until all amounts secured hereunder are paid. It being further understood and agreed that if and whenever the prime rate is a variable rate published and charged by the Bank of Nova Scotia from time to time. It being further understood and agreed that if and whenever the prime rate is varied by The Bank of Nova Scotia the interest rate hereunder shall also be varied, so that at all times the interest rate hereunder, computed on the daily minimum balance, shall be the percentage stipulated for the periods aforesaid plus the prime rate then in effect (hereinafter referred to as the "current mortgage rate"). The Mortgagor, by these presents, hereby waives dispute of and contest with the prime rate, and of the effective date of any change thereto, whether or not the Mortgagor shall have received notice in respect of any change. It being provided and agreed that interest at the current mortgage rate then in effect from time to time on the principal sum, or on such part thereof as has been from time to time advanced and is then outstanding, computed from (and including) the date the principal sum or any such part is advanced.

WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19<sup>th</sup> day of December, A.D. 1983:

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD, a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

Interest to be determined at a rate per annum equal to Three (3%) Percent in excess of the prime commercial lending rate published and charged by The Bank of Nova Scotia (a Chartered Bank of Canada with Corporate Head Offices in the City of Toronto, in the Province of Ontario) on a substantial Canadian Dollar loans to its prime risk commercial customers (hereinafter referred to as "prime rate"), until all amounts secured hereunder are paid. It being further understood and agreed that if and whenever the prime rate is a variable rate published and charged by the Bank of Nova Scotia from time to time. It being further understood and agreed that if and whenever the prime rate is varied by The Bank of Nova Scotia the interest rate hereunder shall also be varied, so that at all times the interest rate hereunder, computed on the daily minimum balance, shall be the percentage stipulated for the periods aforesaid plus the prime rate then in effect (hereinafter referred to as the "current mortgage rate"). The Mortgagor, by these presents, hereby waives dispute of and contest with the prime rate, and of the effective date of any change thereto, whether or not the Mortgagor shall have received notice in respect of any change. It being provided and agreed that interest at the current mortgage rate then in effect from time to time on the principal sum, or on such part thereof as has been from time to time advanced and is then outstanding, computed from (and including) the date the principal sum or any such part is advanced.

WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19 day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

Interest to be determined at a rate per annum equal to Three (3%) Percent in excess of the prime commercial lending rate published and charged by The Bank of Nova Scotia (a Chartered Bank of Canada with Corporate Head Offices in the City of Toronto, in the Province of Ontario) on a substantial Canadian Dollar loans to its prime risk commercial customers (hereinafter referred to as "prime rate"), until all amounts secured hereunder are paid. It being further understood and agreed that if and whenever the prime rate is a variable rate published and charged by the Bank of Nova Scotia from time to time. It being further understood and agreed that if and whenever the prime rate is varied by The Bank of Nova Scotia the interest rate hereunder shall also be varied, so that at all times the interest rate hereunder, computed on the daily minimum balance, shall be the percentage stipulated for the periods aforesaid plus the prime rate then in effect (hereinafter referred to as the "current mortgage rate"). The Mortgagor, by these presents, hereby waives dispute of and contest with the prime rate, and of the effective date of any change thereto, whether or not the Mortgagor shall have received notice in respect of any change. It being provided and agreed that interest at the current mortgage rate then in effect from time to time on the principal sum, or on such part thereof as has been from time to time advanced and is then outstanding, computed from (and including) the date the principal sum or any such part is advanced.

WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 14 day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter D. Twinn

Per: G. V. Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWENTY FOUR THOUSAND, SIX HUNDRED AND TWO (\$24,602.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

Interest to be determined at a rate per annum equal to Three (3%) Percent in excess of the prime commercial lending rate published and charged by The Bank of Nova Scotia (a Chartered Bank of Canada with Corporate Head Offices in the City of Toronto, in the Province of Ontario) on a substantial Canadian Dollar loans to its prime risk commercial customers (hereinafter referred to as "prime rate"), until all amounts secured hereunder are paid. It being further understood and agreed that if and whenever the prime rate is a variable rate published and charged by the Bank of Nova Scotia from time to time. It being further understood and agreed that if and whenever the prime rate is varied by The Bank of Nova Scotia the interest rate hereunder shall also be varied, so that at all times the interest rate hereunder, computed on the daily minimum balance, shall be the percentage stipulated for the periods aforesaid plus the prime rate then in effect (hereinafter referred to as the "current mortgage rate"). The Mortgagor, by these presents, hereby waives dispute of and contest with the prime rate, and of the effective date of any change thereto, whether or not the Mortgagor shall have received notice in respect of any change. It being provided and agreed that interest at the current mortgage rate then in effect from time to time on the principal sum, or on such part thereof as has been from time to time advanced and is then outstanding, computed from (and including) the date the principal sum or any such part is advanced.

WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19 day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter J. Twinn

Per: G. V. H.

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWENTY THOUSAND, ONE HUNDRED AND EIGHTY FOUR (\$20,184.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19 day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn



PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWENTY THOUSAND, ONE HUNDRED AND EIGHTY ONE (\$20,181.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19 day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: [Signature]

Per: [Signature]

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of EIGHT THOUSAND, ONE HUNDRED AND THIRTY EIGHT (\$8,138.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19 day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of FORTY FOUR THOUSAND, (\$44,000.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 19  
day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. Twinn

Per: G. P. Twinn

PROMISSORY NOTE

FOR VALUE RECEIVED SAWRIDGE HOLDINGS LTD. a Federally incorporated company maintaining its head office on the Sawridge Indian Band Reserve near Slave Lake, in the Province of Alberta, hereby promises to pay to WALTER PATRICK TWINN, SAM TWINN AND GEORGE TWINN (together being the Trustees of the Sawridge Band Trust, hereinafter referred to as the "Trustees"), the sum of TWO HUNDRED FIFTY ONE THOUSAND THREE HUNDRED (\$251,300.00) DOLLARS in lawful money of Canada at Edmonton, in the Province of Alberta, ON DEMAND, together with interest thereon, calculated and compounded semi-annually (not in advance) at a rate per annum equal to Three (3%) per cent in excess of the prime commercial lending rate published and charged by the Bank of Nova Scotia on substantial Canadian Dollar loans to its prime risk commercial customers, both before as well as after maturity until all sums of interest and principal are paid.

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WE HEREBY waive presentment for payment, notice of protest, demand for payment and notice of non-payment.

DATED at the City of Edmonton, in the Province of Alberta, this 1 day of November, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter J. Twinn

Per: G. V. H.

**K**

This is Exhibit "K" referred to in the Affidavit of

Paul Bujold

Sworn before me this 12 day

of September A.D., 2011

THE SAWRIDGE TRUST

DECLARATION OF TRUST

A. Magnan  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

Catherine A. Magnan  
My Commission Expires

THIS TRUST DEED made in duplicate as of the 15th day of August, A.D. 1986, 29, 2012

BETWEEN:

CHIEF WALTER P. TWINN,  
of the Sawridge Indian Band, No. 19, Slave Lake, Alberta  
(hereinafter called the "Settlor")

OF THE FIRST PART,

- and -

CHIEF WALTER P. TWINN, CATHERINE TWINN and GEORGE TWIN,  
(hereinafter collectively called the "Trustees")

OF THE SECOND PART,

WHEREAS the Settlor desires to create an inter vivos trust for the benefit of the members of the Sawridge Indian Band, a band within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, and for that purpose has transferred to the Trustees the property described in the Schedule attached hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

- 2 -

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Deed, the following terms shall be interpreted in accordance with the following rules:

(a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band under the laws of Canada in force from time to time including, without restricting the generality of the foregoing, the membership rules and customary laws of the Sawridge Indian Band as the same may exist from time to time to the extent that such membership rules and customary laws are incorporated into, or recognized by, the laws of Canada;

(b) "Trust Fund" shall mean:

(A) the property described in the Schedule attached hereto and any accumulated income thereon;

(B) any further, substituted or additional property, including any property, beneficial interests or rights referred to in paragraph 3 of this Deed and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed;

- 3 -

- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Deed;
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted; and
- (E) "Trust" means the trust relationship established between the Trustees and the Beneficiaries pursuant to the provisions of this Deed.

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell, lease or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed.

4. The name of the Trust Fund shall be "The Sawridge Trust" and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. The Trustees who are the original signatories hereto, shall in their discretion and at such time as they determine, appoint additional Trustees to act hereunder. Any Trustee may at any time resign from the office of Trustee of this Trust on giving not less than thirty (30) days notice addressed to the



other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee and the power of appointing additional Trustees to increase the number of Trustees to any number allowed by law shall be vested in the continuing Trustees or Trustee of this Trust and such power shall be exercised so that at all times (except for the period pending any such appointment) there shall be a minimum of Three (3) Trustees of this Trust and a maximum of Seven (7) Trustees of this Trust and no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there are more than Two (2) Trustees who are not then Beneficiaries.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the expiration of twenty-one (21) years after the death of the last survivor of the beneficiaries alive at the date of the execution of this Deed, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then alive.

During the existence of this Trust, the Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for trustees' investments by the Trustee's Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Saving Bank Act applies.

8. The Trustees are authorized and empowered to do all acts that are not prohibited under any applicable laws of Canada or of any other jurisdiction and that are necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Trust for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner or to any extent detracted from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and

(c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with this Trust shall be paid from the Trust Fund, including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of this Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provision of this Deed may be amended from time to time by a resolution of the Trustees that received the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years and, for greater certainty, any such amendment may provide for a commingling of the assets, and a consolidation of the administration, of this Trust with the assets and administration of any other trust established for the benefit of all or any of the Beneficiaries.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and shall be subject to this clause.

13. Any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claim whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision.

14. All documents and papers of every kind whatsoever, including without restricting the generality of the foregoing, cheques, notes, drafts, bills of exchange, assignments, stock transfer powers and other transfers, notices, declarations, directions, receipts, contracts, agreements, deeds, legal papers, forms and authorities required for the purpose of opening or operating any account with any bank, or other financial institution, stock broker or investment dealer and other instruments made or purported to be made by or on behalf of this Trust shall be signed and executed by any two (2) Trustees or by any person (including any of the Trustees) or persons designated for such purpose by a decision of the Trustees.

15. Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Trust shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

16. This Deed and the Trust created hereunder shall be governed by, and shall be construed in accordance with, the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

A. Settlor

CHIEF WALTER P. TWINN

B. Trustees:

1.

CHIEF WALTER P. TWINN

2.

CATHERINE TWINN

3.

GEORGE TWINN

SCHEDULE

One Hundred Dollars (\$100.00) in Canadian Currency.

L

This is Exhibit " L " referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 12 day  
of September A.D., 20 11

A. Magnan

~~A. Notary Public~~, A Commissioner for Oaths  
in and for the Province of Alberta

Catherine A. Magnan

My Commission Expires

January 29, 20 12



## SAWRIDGE BENEFICIARIES PROPOSED PROGRAM SUMMARY

START-UP RECOMMENDATIONS		
	Program Description	Estimated Cost
1. <i>Establish a Trust Program Office</i>	<ul style="list-style-type: none"> <li>Develop a job description for this position (which will combine two functions: overseeing the implementation of beneficiary programmes and providing administrative support to the Trustees)</li> <li>Hire and orient preferred candidate</li> <li>Establish primary office in Edmonton and an extension office in Slave Lake</li> </ul>	\$120,000 annually for salary, benefits, transportation allowance, and office costs (provided that affordable office space can be secured through collaboration with other Sawridge entities)
2. <i>Establish and Make Public a Clear Process for Determining Beneficiary Eligibility</i>	<ul style="list-style-type: none"> <li>Retain legal counsel with the requisite expertise</li> <li>Make public beneficiary criteria and the application process</li> <li>Gather pertinent information to support the process of accessing applications</li> <li>Strike an eligibility committee (with representation from each of the community's extended families) to screen applications</li> <li>Provide the community with regular updates on progress toward this goal</li> <li>A one-time cash disbursement in recognition of the challenges the beneficiary program has had in getting off the ground</li> </ul>	An reliable estimate can be projected once legal counsel has been retained
3. <i>A One-Time "Good Faith" Cash Disbursement</i>		\$2,500/beneficiary over the age of 18 (or who are younger but have an independent household) for a total of approximately \$105,000
4. <i>Transparent &amp; Accountable Communication Channels</i>	<ul style="list-style-type: none"> <li>Quarterly newsletter</li> <li>Beneficiary Manual</li> <li>Website</li> </ul>	\$10,000 one-time for website \$10,000 one-time for manual \$3,000 annually for newsletter & keeping manual up to date
5. <i>Adopt a Phased Approach</i>	<ul style="list-style-type: none"> <li>Begin with programme offerings about which there is already strong consensus and which can be implemented within the next year or so (see suggestions for phase 1 programming on the next page)</li> <li>In year 2, phase in the remainder of the programs as more viable implementation options have been created (primarily by the Trust Administrator/Program Manager) and in consultation with beneficiary working groups as appropriate</li> </ul>	No specific costs associated with this recommendation. Rather, this approach will help manage costs.
<b>Total Estimated Costs for the Start-up Recommendations</b> <i>Note: The figures presented here represent the cost of instigating and maintaining the Beneficiary Program. They do not include the costs of establishing beneficiary eligibility under the two Trusts. Depending on the legal costs, this figure could be substantial.</i>		<b>\$248,000 for first year</b> <b>\$123,000 annually for subsequent yrs</b>

<b>PHASE I PROGRAMMING</b>		
<b>Category of Benefit</b>	<b>Program Description</b>	<b>Estimated Cost</b>
<b>6. Insurance</b> <ul style="list-style-type: none"> <li>Health</li> <li>Dental</li> <li>Long-term disability</li> <li>Basic life</li> <li>AD&amp;D</li> </ul>	<ul style="list-style-type: none"> <li>JT Moland will offer a package that provides health and dental insurance benefits that top up those provided under the uninsured benefits program (\$30/single, \$60/family monthly)</li> <li>As well, a quote for life, disability and AD&amp;D insurance has been received (between \$150 and \$590 monthly, depending on age, gender and smoking habits). The Program Administrator will investigate options for a life insurance package with a higher payout value.</li> </ul>	<ul style="list-style-type: none"> <li>Rough estimate is \$20,000 annually for health &amp; dental, \$200,000 for life, disability and AD &amp; D insurance (@ \$25,000 coverage)</li> </ul>
<b>7. Death of Immediate Family Members and Compassionate Care Support</b>	<ul style="list-style-type: none"> <li>Funeral and other costs, on a receipted basis, not to exceed \$12,000 per event (limited to immediate family members (spouse, dependent child, parent, sibling)</li> <li>Compassionate care support provided to beneficiaries to assist them to care for a ill family member or for a family member to care for a beneficiary who is ill (e.g. to support living costs while a family member is hospitalized out of their home community)</li> </ul>	<ul style="list-style-type: none"> <li>If two such deaths occur within the families of Sawridge beneficiaries, the annual cost would be \$24,000 annually</li> <li>Compassionate care fund will be administered by the Trustees on a case-by-case basis (estimated costs could be up to \$20,000/year)</li> </ul>
<b>8. Seniors Support</b>	<ul style="list-style-type: none"> <li>"No-strings" monthly assured income pension</li> <li>"Special needs" support for home care, transportation</li> <li>Care taken to ensure that these benefits do not negatively impact the senior's other pension benefits or tax situation</li> </ul>	<ul style="list-style-type: none"> <li>On the basis of 8 seniors, monthly pension \$144,000 annually</li> <li>Special needs fund up to \$60,000 annually</li> </ul>
<b>9. Child &amp; Youth Development</b>	<ul style="list-style-type: none"> <li>Monthly or quarterly benefit to support recreational/artistic/ cultural pursuits</li> <li>Professional services and/or equipment for children and youth with special needs</li> </ul>	<ul style="list-style-type: none"> <li>\$2,500 annually for each dependent for an estimated total of \$120,000 annually</li> <li>Fund of up to \$20,000 for special needs annually</li> </ul>
<b>10. Educational Support</b>	<ul style="list-style-type: none"> <li>Post-secondary (top-ups plus students not covered under Regional Council)</li> <li>Special employment-related courses</li> </ul>	<ul style="list-style-type: none"> <li>\$50,000 for top-up and additional post secondary</li> <li>\$10,000 for employment-related training costs annually</li> </ul>
<b>11. Phase I Community Strengthening</b>	<ul style="list-style-type: none"> <li>Two community gatherings in the first year to celebrate achievements, honour those who have worked so hard to create prosperity and wellbeing for the community, play, consult about current community realities and needs and create opportunities for reconciliation.</li> <li>Set up community working group</li> </ul>	<ul style="list-style-type: none"> <li>Community events could cost up to \$75,000/ea for an annual total of \$150,000</li> </ul>
<b>Total Estimated Costs for the Phase I Recommendations</b>		<b>\$818,000.00</b>

<b>PHASE II PROGRAMMING</b>		
<b>Category of Benefit</b>	<b>Program Description</b>	<b>Estimated Cost</b>
<b>12. Quality of Life Support Program</b>	<ul style="list-style-type: none"> <li>Universal annual cash disbursement of \$1,000 for beneficiaries over the age of 18 annually</li> <li>Matching savings program (either 3:1 or 5:1 depending on the positive life goal chosen to a maximum of \$9,000 annually per beneficiary)</li> </ul>	<ul style="list-style-type: none"> <li>\$450,000 for each year after the first year</li> </ul>
<b>13. Financial Planning &amp; Management</b>	<ul style="list-style-type: none"> <li>Designated contact person within one or more financial institutions that have branches in both Edmonton and Slave Lake to provide estate planning, personal taxation advice, investment education &amp; advice, budgeting &amp; money management</li> <li>Resource list of programs offering financial management programs locally (e.g. as part of life skills programs)</li> </ul>	<ul style="list-style-type: none"> <li>No financial cost at this time</li> </ul>
<b>14. Employment, entrepreneurship &amp; Worthwhile Pursuits</b>	<ul style="list-style-type: none"> <li>Life and career counseling through the Alberta Government Service Centres</li> <li>Job search &amp; preparation services through existing not-for-profit programming</li> <li>Volunteer mentors (from Sawridge businesses) vet business plans and provide ongoing mentoring</li> <li>Matching funds at 5:1 up to a total of \$9,000 for business start-up (see Recommendation #12 above)</li> <li>Support to prepare competitive resumes and service contract bids for job openings and contract opportunities with Sawridge companies</li> <li>Matching funds at 5:1 up to a one-time total of \$9,000 for artistic and humanitarian projects (see Recommendation #12 above)</li> </ul>	<ul style="list-style-type: none"> <li>Covered under Recommendation #12 above</li> </ul>
<b>15. Vacations in Sawridge Properties</b>	<ul style="list-style-type: none"> <li>One week annually per family for a maximum of two rooms plus meals</li> </ul>	<ul style="list-style-type: none"> <li>Estimated at \$112,000 annually</li> </ul>
<b>16. Housing</b>	<ul style="list-style-type: none"> <li>Matching funds at 10:1 up to a one-time total of \$20,000 for first-time home buyers (for the purpose of the down payment)</li> <li>Support beneficiaries to take full advantage of all government programs to support home ownership and renovation.</li> <li>Matching 5:1 funds to support existing home owners and those living on reserve to complete renovations/repairs up to a total of \$20,000 within a ten-year period</li> </ul>	<ul style="list-style-type: none"> <li>The suggestions listed here would project an annual cost of about \$600,000</li> </ul>
<b>17. Personal Development</b>	<ul style="list-style-type: none"> <li>Expanded services will be available under the health insurance program (see #6 above)</li> <li>Counseling and other therapies recommended by an independent health practitioner could be covered under a special fund of up to \$20,000 annually</li> <li>Personal development activities eligible for 3:1 matching funds under recommendation #12 above</li> </ul>	<ul style="list-style-type: none"> <li>\$100,000 fund for counseling/therapies recommended by independent practitioner</li> </ul>

	<ul style="list-style-type: none"> <li>Encourage partnerships with the Band to access services available under targeted government programs (e.g. the common-experience counselling funds)</li> </ul>	
<b>18. Phase II Community Strengthening</b>	<ul style="list-style-type: none"> <li>The creation of a Community Wellness Committee to help plan community gatherings and to work with consultant to develop and community wellness plan</li> <li>The sponsoring of bi-annual community gatherings</li> <li>Contract services focused on healing community relationships &amp; developing community strengths</li> <li>Contract technical support for the development of a community wellness plan</li> <li>Arbitration and mediation training for Sawridge beneficiaries &amp; the establishment of a administrative tribunal</li> </ul>	<ul style="list-style-type: none"> <li>Cost of developing a wellness plan \$60,000</li> <li>Gatherings estimated at \$150,000 annually</li> <li>Contracted services related to healing and reconciliation could be capped at \$50,000 annually</li> <li>The Alberta Arbitration Society charges \$350 for each two-day workshop. If two beneficiaries were interested in this program and committed to 3 courses annually, the cost would be about \$5,000 for course fees as well as related costs such as accommodation, materials (courses are held in Calgary and Red Deer)</li> </ul>
<b>Total Estimated Costs for the Phase II Recommendations</b>		<b>1,527,000.00</b>
<b>Estimated Cost of Year One</b>		Start-up 248,000.00 Phase I 818,000.00 <b>Total 1,066,000.00</b>
<b>Estimated Cost of Year Two</b>		Start-up 123,000.00 Phase I 643,000.00 Phase II 1,527,000.00 <b>Total 2,293,000.00</b>
<b>Estimated Cost of Subsequent Years</b>		Start up 123,000.00 Phase I 643,000.00 Phase II 1,467,000.00 <b>Total 2,233,000.00</b>

This is Exhibit " B " referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February, A.D., 20 17

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

## CODE OF CONDUCT

### Trustees of The Sawridge Band *Inter Vivos* Settlement and of The Sawridge Trust

#### WHEREAS:

- (1) The Sawridge Band *Inter Vivos* Settlement (the "1985 Trust") was established by Chief Walter P. Twinn by a Deed dated April 15, 1985.
- (2) The Sawridge Trust (the "1986 Trust") was established by Chief Walter P. Twinn by a Deed dated August 15, 1986.
- (3) The undersigned, Walter Felix Twinn, Bertha L'Hirondelle, Roland Twinn, Catherine Twinn and Clara Midbo, are currently the trustees (the "Current Trustees") of both the 1985 Trust and the 1986 Trust (collectively, the "Trusts"). The trustees of the Trusts from time to time are hereinafter referred to as the "Trustees".
- (4) The following additional documents are attached as schedules to this Code of Conduct:  
(a) a document prepared by Davies Ward Phillips & Vineberg LLP as counsel for the Trustees which is entitled "Responsibilities of Trustees of the Sawridge Trusts" (the "Trustees' Responsibilities document"), which is attached as Schedule A; and  
(b) Trustees' resolutions dealing with the procedure for Trustee decision-making, which are attached as Schedules B1 and B2.
- (5) In order to facilitate the effective administration of the Trusts, the Current Trustees wish to enter this Code of Conduct to which they have all agreed.

NOW THEREFORE the undersigned Current Trustees all agree to the following provisions of this Code of Conduct:

#### 1. General

In order to carry out the Trustees' basic obligation of acting in the best interests of the beneficiaries, the Trustees must act with care, skill and diligence, integrity and impartiality; they must in general avoid conflicts of interest and duty; they must act in a way that enables decisions to be made effectively; they must respect confidentiality; and they must not act in a way which brings the office of Trustee into disrepute. This Code of Conduct will deal with each of these aspects of the Trustees' responsibilities. It will also deal with communications between Trustees and directors and management of the corporations directly or indirectly owned by the Trusts (the "Sawridge Corporations").

This Code of Conduct will also provide a procedure for resolving disputes arising from this Code of Conduct.

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## **2. Care and Diligence**

As expressed in the Trustees' Responsibilities document, the applicable general principle is that Trustees are required to exercise the care, skill and diligence of an ordinary prudent person. In particular, this requires that Trustees will:

- (a) attend all Trustee meetings except only when unable to do so;
- (b) read and consider the agendas for Trustee meetings along with accompanying materials; and
- (c) generally give careful consideration to all issues arising for decision by them as Trustees.

## **3. Communications with Directors and Management of Sawridge Corporations**

As expressed in the Trustees' Responsibilities document, the Trustees have adopted an arrangement under which none of them sit on the boards of Sawridge Corporations; instead, the Trustees have elected qualified persons to act as directors. This arrangement rests on two principles. The first is that the Trustees will not interfere in the roles, respectively, of the directors and of the management of the corporations. The second is that the Trustees will have sufficient and timely information about the conduct of the Sawridge Corporations so that, as a group, they are kept fully apprised of the business and affairs of the corporations and where considered advisable communicate any concerns through the Trustees' Chair to the Chair of the Board of Directors.

Two points dealing with the practical application of these principles apply to the conduct of Trustees. These are:

- (a) Communications between the Trustees and the directors will ordinarily be made by and to the Trustees collectively only through the Trustees' Chair. Individual communications may occur only at meetings of the shareholders at which directors attend, including at annual shareholder meetings.
- (b) Trustees will not interfere with management of the Sawridge Corporations. If any Trustee has any concern relating to management of the corporations that concern must not be communicated to the management but is to be brought to the attention of the Trustees as a group and the Trustees' concern can then be communicated through the Trustees' Chair to the Chair of the Board of Directors.

## **4. Integrity, Impartiality and Conflict of Interest**

Trustees must at all times act honestly in the best interests of beneficiaries and in making decisions as Trustees must make decisions which they honestly believe to be in the beneficiaries' best interests.

Trustees must exercise their functions as trustees free of extraneous and improper influence. This includes obvious circumstances such as receiving bribes but also extends to less obvious

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circumstances such as making a decision on the basis of personal feelings about a particular beneficiary where such feelings have no relevance to the matter under consideration or where the Trustee has not expressed to the other Trustees the fact that such feelings are affecting his or her decision.

#### Conflicts of Interest

Avoidance of conflicts of interest is an aspect of the requirements of integrity and impartiality. As stated in the Trustees' Responsibilities document, the Trustees must avoid improperly acting in a position of conflict between self-interest and duty. The following procedure will be followed to deal with such conflicts:

- (a) For the purposes of this procedure, there will be considered to be a conflict in the following circumstances:

"There will be a conflict when a Trustee may obtain some benefit, directly or indirectly, from his or her position as Trustee or when the Trustee is in a position in which his or her decision-making as Trustee may potentially be influenced, directly or indirectly, by his or her personal interests. It will be assumed that a Trustee may obtain such a benefit if the benefit is obtained, not only by the Trustee, but also by the spouse, parent, sibling or child of the Trustee. Similarly, it will be assumed that a Trustee may be influenced if, not only the Trustee, but also the spouse, parent, sibling or child of the Trustee may be affected by the decision."

- (b) All possible conflicts must be disclosed by a Trustee to the other Trustees when the possible conflict becomes apparent to him or her. If in doubt about whether there is a conflict, the possible conflict should be disclosed.
- (c) Any Trustee, or the Chair if not a Trustee, may raise with the Trustees the issue of a possible conflict affecting any other Trustee.
- (d) If a conflict does not arise from the Trustees' dual position of Trustee and beneficiary, the conflict should ordinarily be avoided by the Trustee not entering into the transaction that would give rise to the conflict. For example, a Trustee must not sell his own property to the Trust (without court approval). Such a transaction cannot properly be carried out even if the vendor Trustee does not take part in the decision-making by the Trustees.



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- (e) When the conflict is expressly dealt with by the terms of the Trust Deeds, the Trustees may, despite the conflict, take part in the applicable decision-making. In particular, the Trust Deeds expressly provide for the Trustees receiving reasonable fees for their services as Trustees. They can, therefore, properly make the decision about their own fees. However, such decisions must not be open to the criticism that the Trustees have abused their position. The fees must therefore be demonstrably reasonable, and this may involve obtaining input from qualified advisors.
- (f) When the conflict arises from the Trustees' dual position as Trustee and beneficiary – for example, when consideration is being given to a distribution of trust property to a Trustee/beneficiary, the normal procedure should be for the conflicted Trustee not to be present at the Trustees' consideration of the question and should not vote on the question. In effect, such Trustee should be treated in the same way as a beneficiary who is not a Trustee.
- (g) Where possible benefits to Trustees or their relatives from a proposal under consideration by the Trustees arise only because the proposal may benefit all beneficiaries, or a broad category of them, with no particular advantage being conferred upon any Trustee or relative of a Trustee, it would be impractical and unreasonable to disqualify Trustees from consideration of the proposal merely because of such potential benefits. In such cases the potential benefits to Trustees and their relatives will generally be obvious on the face of the proposal, so that there is no hidden advantage to a Trustee or relative which should be disclosed, nor should the Trustee be exposed to criticism or potential liability for having made such a decision on the basis that it would be in the interests of the beneficiaries as a whole, or some significant group of beneficiaries.
- (h) When the Trustees decide that there is in fact no conflict in respect of a particular question or transaction but that one or more beneficiaries might nevertheless consider that there is a conflict, it will ordinarily be appropriate for the affected Trustee not to be present at the Trustees' consideration of the matter and not to vote on it.

## 5. Conduct Involving Decision-Making Process

In order that the decision-making process be fair and effective, it is crucial that communication among Trustees be fair and effective. Therefore, the Trustees shall act in accordance with the following principles:

- (a) **Cooperation:** Trustees shall collaborate to serve the best interests of the beneficiaries.
- (b) **Tolerance:** each Trustee should seek to fully understand the views and values of the other Trustees in the best possible light and consider whether those views and values might be usefully adopted to guide the ongoing deliberations of the Trustees.

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- (c) **Inclusion:** Trustees shall use their best efforts to include all Trustees in their deliberations so that each Trustee feels that he/she had a meaningful opportunity to contribute to the discussion and that his/her views and values were given fair and full consideration.
- (d) **Compassion:** each Trustee recognizes that the other Trustees are human beings with their own weaknesses and capable of making mistakes. The Trustees agree to show patience, and provide mentorship and caring for each other.
- (e) **Relationship:** the Trustees recognize that people live in complex and essential webs of relationship and acknowledge that decisions and actions of individuals and the community unavoidably affect each other. The Trustees shall seek to make their decisions in ways that positively strengthen their relationships and in ways that promote the best consequences for the beneficiaries.
- (f) **Honesty in Communication:** Trustees must be fair, open, truthful and sincere when dealing with each other and shall all times avoid attempts to deceive or mislead each other.
- (g) **Fair Procedures:** the Trustees agree to proceed with their decisions in accordance with known and fair procedures.
- (h) **Assertiveness:** Trustees have an obligation to state their views and concerns openly and clearly for consideration by the other Trustees.
- (i) **Consensus:** where possible, Trustees should work towards unanimous agreement; where unanimous agreement is not possible, Trustees shall try to come to a consensus; where neither of these is possible Trustees shall reach decisions by simple majority. In all cases, once a decision is made by the Trustees it should be respected and followed by all.
- (j) **Objectivity:** Trustees must base their decisions upon relevant facts and information in a way that is not biased by undisclosed personal feelings or opinions.
- (k) **Transparency:** to the extent possible, the Trustees should be able to articulate their reasons for coming to a particular decision.
- (l) **Peacefulness & Respect:** Trustees have an obligation to be polite, respectful and courteous in their dealings with other Trustees; they agree to deal with each other in a calm and open manner; and they agree to avoid expressions of anger and personal attacks which may disrupt the harmony of the group.
- (m) **Reconciliation:** the Trustees accept that they are morally accountable for their own actions. Where their actions or decisions have, intentionally or unintentionally, caused disharmony, they accept a personal obligation to work towards restoring harmony.

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## **6. Confidentiality**

The Trustees shall maintain the confidentiality of the deliberations of the Trustees and of any other confidential information imparted to the Trustees including information received from the Sawridge Corporations and their businesses and affairs.

## **7. Conduct Bringing Office of Trustee Into Disrepute**

It is important that the role of the Trustees be respected by the beneficiaries of the Trusts. Therefore, criminal conduct or other conduct which brings the office of trustee into disrepute is contrary to this Code of Conduct, whether or not such conduct is directly connected to the carrying on of responsibilities as Trustee.

## **8. Application of the Code of Conduct**

The following are the guiding principles applicable to the application of this Code of Conduct:

- (a) It is intended that Trustees will abide by this Code of Conduct, along with the Schedules to it, in carrying out their responsibilities as Trustees.
- (b) Any Trustee who has any concern about the conduct of another Trustee will ordinarily in the first place raise the concern either privately with the other Trustee or at a meeting of the Trustees, as may be appropriate in the circumstances. It is expected that such concerns will ordinarily be resolved informally without the need for any outside intervention.
- (c) Where it is alleged by a Trustee (the "Claimant") that another Trustee has acted inconsistently with this Code of Conduct and the Claimant is not satisfied that his or her concern has been properly resolved in accordance with (b) above, the Claimant may require that an outside person be appointed to act as a mediator and arbitrator to deal with the complaint, as follows:
  - (i) Subject to (iii) below, the Claimant will by notice in writing request the Trustees' Chair to arrange the selection of a mediator/arbitrator. Such mediator/arbitrator will be such person as shall be agreed by both the Claimant and the Respondent.
  - (ii) Subject to (iii) below, if the disputing Trustees do not, within 30 days from the date of the notice referred to in (i) above, agree on a mediator/arbitrator the Trustees' Chair shall appoint a mediator/arbitrator.
  - (iii) If the Trustees' Chair is a Trustee who is a disputing Trustee, the notice referred to in (i) above will be provided to the Trustees who are not the disputing Trustees and the appointment referred to in (ii) above will be made by the majority of the Trustees who are not the disputing Trustees.

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(d) The role and authority of the mediator/arbitrator will be as follows:

- (i) the mediator/arbitrator shall arrange for a joint meeting with the parties not later than 90 days from the date of the notice referred to in 8(c)(i) above;
- (ii) the mediator/arbitrator will first act as a mediator in order to facilitate a resolution of the dispute without the need for any binding direction;
- (iii) if the mediator/arbitrator determines that it will not be possible to resolve the dispute without any binding direction, he or she shall act as an arbitrator to resolve the dispute by one or more directions;
- (iv) the mediator/arbitrator shall have all the authority, powers and discretion granted to an arbitrator under the *Alberta Arbitration Act*;
- (v) if the mediator/arbitrator makes a finding that a Trustee has acted inconsistently with this Code of Conduct the mediator/arbitrator may make one or more directions relating to any of the following:
  - (A) that a Trustee act or abstain from acting in particular ways;
  - (B) that a Trustee not be entitled to be paid remuneration to which he or she would otherwise be entitled;
  - (C) that a Trustee resign as Trustee;
  - (D) that some or all of the costs and expenses of the dispute resolution process be paid by one or more of the Trustees personally.
- (vi) Subject to a direction made by the mediator/arbitrator pursuant to 8(c)(iv) above, the costs and expenses incurred in respect of the dispute resolution process will be paid from the assets of the Trusts.
- (vii) There shall be no appeal from a decision of the mediator/arbitrator.

## **9. Application of Code of Conduct to all Trustees**

It is intended that all Trustees will be subject to this Code of Conduct. Therefore, it will be a condition of appointment of a person as Trustee that he or she will agree to become a signatory to the Code of Conduct.

## **10. Severability**

If any provision of this Code of Conduct is determined to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Code of Conduct.

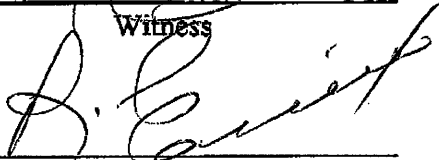
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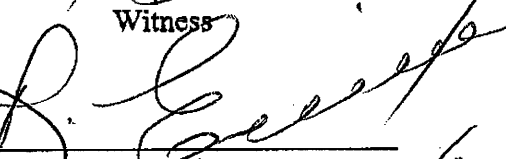
**11. Amendment of Code of Conduct**

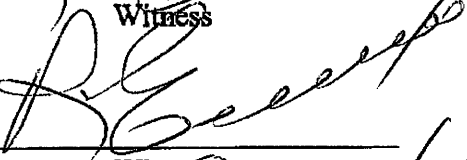
This Code of Conduct may be amended from time to time by the unanimous agreement of all of the Trustees at any such time by instrument in writing.

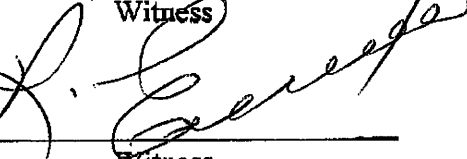
DATED this 12<sup>th</sup> day of January, 2009.

  
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Witness

  
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Witness

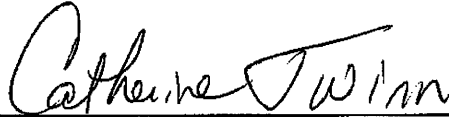
  
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Walter Felix Twinn, WFT

  
\_\_\_\_\_  
Bertha L'Hirondelle

  
\_\_\_\_\_  
Catherine Twinn

  
\_\_\_\_\_  
Roland Twinn

  
\_\_\_\_\_  
Clara Midbo

## **SCHEDULE A**

### **Responsibilities of Trustees of the Sawridge Trust**

#### **Introduction**

This document describes, in a general way, the responsibilities of the trustees (the "Trustees") of the Sawridge Band *Inter Vivos* Settlement (the "1985 Trust") and of the Sawridge Trust (the "1986 Trust") (together, the "Trusts").

Trustees are required to act in accordance with the general law of trusts as modified by the provisions of the document establishing the particular trust.

#### **Beneficiaries**

Paragraph 2(a) of the Trust Deed applying to the 1985 Trust defines beneficiaries for the purposes of that Trust as all persons who at any particular time qualify as members of the Sawridge Indian Band pursuant to the provisions of the *Indian Act* as those provisions existed on April 15, 1982.

Paragraph 2(a) of the Trust Deed applying to the 1986 Trust defines beneficiaries for the purposes of that Trust as all persons who at any particular time qualify as members of the Sawridge Indian Band under the laws of Canada in force from time to time including the membership rules and customary laws of the Sawridge Indian Band as they exist from time to time to the extent that such membership rules and customary laws are incorporated into, or recognized by, the laws of Canada.

#### **Number of Trustees**

The Trust Deed applying to the 1985 Trust provides that at all times (except for the period pending an appointment) there shall be at least five Trustees. A non-beneficiary may not be appointed if immediately before such appointment there is more than one Trustee who is not a beneficiary. There cannot, therefore, be more than two Trustees who are not beneficiaries (paragraph 5).

The Trust Deed applying to the 1986 Trust provides that at all times (except for the period pending an appointment) there is required to be a minimum of three Trustees and a maximum of seven Trustees. A non-beneficiary may not be appointed if immediately before such appointment there are more than two Trustees who are not beneficiaries (paragraph 5). It would, therefore, be possible to have three Trustees who are not beneficiaries. However, for tax reasons, it is preferable that the two Trusts have the same Trustees.

#### **Basic Obligation of Trustees**

The basic obligation of trustees is to act in the best interest of the beneficiaries.

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**Distribution of Income or Capital of Trusts**

Both Trusts provide for the Trustees to have a wide discretion as to the distribution of income or capital of the Trusts, paragraph 6 of each Trust Deed providing (in part) that the,

"Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate."

Although the provision of the Trust Deeds refers to the discretion as "unfettered" and "uncontrolled", it is in fact "fettered" and "controlled" by the requirements of the law of trusts. The point is that since the discretion is exercisable by the Trustees as trustees they must not exercise it arbitrarily but must do so in accordance with the requirements of trust law. These requirements, which have been laid down in case law and are expressed in fairly general terms, can be summarized as follows:

- Trustees must give active consideration to the exercise of their discretionary powers.
- Trustees must act in good faith, in the sense that they must take account of relevant factors and must not take account of irrelevant factors.

The case law does not define what is relevant for these purposes. It depends on the circumstances of each particular trust. However, the basic idea is that trustees should take account of factors relevant to the purposes of the particular trust. They must not, for example, take account of their personal feelings about particular beneficiaries.

Distributions from the Trusts may be made to or for the benefit of the beneficiaries in a variety of ways. These would include providing facilities or programmes generally for the benefit of beneficiaries and by programmes involving distributions to beneficiaries. It is important that the availability of any such facilities or programmes is made known to beneficiaries so that beneficiaries have the opportunity both to take advantage of any facilities or programmes that are generally available for beneficiaries and to apply for any facility or programme that will involve selection among the beneficiaries.

The topic of conflict of interest and duty is relevant to the exercise of the Trustees' discretion to distribute trust property. This is discussed below.

**Process of Decision Making**

Unlike the law applicable to corporations, trust law does not specify a procedure for trustees to make decisions. Also, trust documents – like the Deeds applicable to the Trusts – do not typically provide detailed guidance for such decision making.

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The following should be noted:

- Both Trust Deeds provide for decisions being made by a majority of Trustees. In the case of the 1985 Trust, paragraph 13 of the Deed states that a "majority of fifty percent" of the Trustees shall be required for any decision or action taken on behalf of the Trust. This should be interpreted to require a simple majority which is clear when there is an odd number of Trustees, and when there is an even number it should be interpreted as a simple majority. In the case of the 1986 Trust, paragraph 13 of the deed provides as follows:

"Any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claim whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision."

Although, as described above, both Trust Deeds provide that the Trustees' decisions may be made by a majority, this does not mean that decisions can properly be made with the involvement of only a majority. In general, all Trustees must take part in the decision-making process, even though ultimately the decision may be made by a majority.

- Although trustees are not required to make decisions by any particular procedure, it is important that they do have a procedure that enables decisions to be made effectively.

### **Delegation**

In general, trustees cannot delegate to others the exercise of their discretionary powers. They can, however, seek professional advice and they can appoint agents to implement their decisions. In fact, when trustees do not have the expertise needed for the making of a particular decision, they should obtain such advice.

Paragraph 8(c) of both Trust Deeds provides for the employment of professional advisors and agents as follows by conferring power,

"to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payments of professional fees to any Trustee who renders professional services to the Trustees)."

The Trustees must exercise care in the appointment of professional advisors and agents and in monitoring their work appropriately.



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## **Duty of Care**

In general, in administering a trust and its property, trustees are required to exercise the care, skill and diligence of an ordinary prudent person. Two aspects of this should be noted, as follows.

### **Control of Corporations**

Where trustees hold sufficient shares of a corporation to enable them to control that corporation, their fundamental obligation is to exercise that control for the benefit of the trust, and in doing so they must act in accordance with the standard of care referred to above. Ordinarily, this requires that:

- (1) the trustees obtain appropriate representation on the board of directors and, typically, this will have the result that one or more of the trustees will be directors;
- (2) the trustees should obtain and review appropriate information about the corporation's affairs; and
- (3) the trustees must exercise their powers as shareholders in order to fully protect the interests of the trust.

The principal assets of the Trusts are the shares in and debt owed by Sawridge Holdings Ltd. and 352736 Alberta Ltd. and their various subsidiaries (the "Sawridge Corporations"). Until the re-organization carried out in 2006, the same persons acted as Trustees of the Trusts and as directors of Sawridge Corporations. Since then, the Trustees have elected qualified persons whom they consider suitable to act as directors, and none of the Trustees has sat on the boards of Sawridge Corporations. In the circumstances of the Trusts and the Sawridge Corporations, this arrangement was considered to be the best method of dealing with the Sawridge Corporations. There are two inter-related aspects to this arrangement. The first is that the Trustees will not individually interfere in the respective roles of the directors and of management of the corporations. The second is that the Trustees have sufficient information about the conduct of the Sawridge Corporations so that they can properly monitor the activities of the corporations and be able to make informed decisions about: their concerns and what should be communicated by the Trustees' Chair to the Chair of the Boards of Directors; the election of the boards of directors; and when it might be necessary – in unusual circumstances – to take a position by communication on a Chair-to-Chair basis regarding the management of the corporations. The following principles are applicable in this context:

- (1) The Trustees shall be routinely provided with the same information as is provided by management to directors.
- (2) The Trustees shall be routinely and promptly provided with the material received by directors at directors' meetings, including agenda and minutes of meetings.
- (3) Generally, the directors will supply any other information requested by the Trustees' Chair as collectively required by the Trustees.

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- (4) In order that the board of directors will not have concerns about providing confidential information, the Trustees receiving confidential information must respect the confidentiality of the information.
- (5) Communication between the Trustees and the directors will occur through the Trustees' positions being expressed collectively and through the Trustees' Chair. However, individual communications may occur at meetings of the Trustees as shareholders of the corporation, including at annual shareholder meetings.
- (6) Trustees should not interfere with management. If any Trustee has any concern relating to management, that concern should be brought to the attention of the other Trustees, and if considered by the other Trustees to be sufficiently material the Trustees' concern can then be communicated through the Trustees' Chair to the directors.

#### Investment

Paragraph 7 of both Trust Deeds gives the Trustees power to invest the Trust Fund in any investments authorized for trustees' investments by the *Alberta Trustee Act*, but the Trustees are not restricted to such investments and they may invest in any investment which they in their discretion think fit.

In dealing with investments, trustees are required to act in accordance with the standard of care described above. The Trusts were established in order to hold the Sawridge Corporations and the businesses carried on by them, and the exercise of the Trustees' investment responsibilities can properly be considered in light of this. However, it is also important for the Trustees to have regard to the principles generally applied, which are as follows:

- Trustees should, in selecting investments, perform an assessment of proposed investments, evaluating both the safety of the capital invested and the potential return from the investment. An assessment of risk, both of achieving the potential return and risk to the safety of the capital investment, should be considered.
- Ordinarily, trustees should diversify the investments of the trust, having regard to the requirements of the particular trust.
- The investment portfolio of the trust should be reviewed periodically as well as when unusual changes affecting the portfolio occur.
- Trustees may obtain expert professional advice on evaluating and selecting investments. Trustees may delegate authority to an agent with respect to the investments, so long as the trustees exercise appropriate care in the selection of the agent; the authority of the agent is clearly and appropriately restricted; and the performance of the agent is appropriately monitored.

#### Duty to Keep and Render Accounts and to Provide other Information

Under the general law of trusts, trustees have an obligation to maintain proper accounts dealing with the income and capital of the trust and, on request, to provide the accounts for the inspection of beneficiaries. Paragraph 10 of both Trust Deeds provides as follows:

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"The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust."

In addition to their right to inspect trust accounts, beneficiaries are also entitled to obtain information about the trust and its administration and to inspect trust documents. This includes a right to inspect legal opinions obtained by the trustees in their capacities as trustees. A recent court decision indicates that, at least in some circumstances, beneficiaries do not have an absolute entitlement to obtain trust information and documents but that the court has an overriding ability to control such entitlement. Nevertheless, the Trustees should assume that beneficiaries will, generally, be able to assert a right to obtain trust information and documents.

It is not completely clear to what extent beneficiaries are entitled to information relating to corporations, shares of which are directly or indirectly held in the Trust. It should be assumed that the beneficiaries will be entitled to obtain all information and documents in the possession of the Trustees as trustees or which the Trustees are entitled to obtain as trustees. This will likely include any information or documents relating to any of the Sawridge Corporations, unless the production of such information or documents involves a breach of confidence or otherwise would be improper. Even in this situation, court controlled production of information or documents may permit disclosure to be made in a controlled manner. As was stated in the recent case referred to above:

"Especially when there are issues as to personal or commercial confidentiality, the court may have to balance the competing interests of different beneficiaries, the trustees themselves and third parties. Disclosure may have to be limited and safeguards may have to be put in place."

It is the orthodox position that trustees cannot be required to provide beneficiaries with the reasons for their exercise of discretionary powers and, similarly, that documents expressing such reasons can be withheld. However, the Trustees should not rely on this orthodox position and should assume that their reasons for decisions (and the documents expressing them) will be scrutinized by beneficiaries and, in the event of a dispute, by the court.

The law is unclear as to trustees' obligations to volunteer information about the trust. As stated above, it is suggested that, at least when the Trustees have adopted a programme involving selection among beneficiaries, the availability of the programme should be made known to the beneficiaries.

#### **Duty of Loyalty: Conflict of Interest and Duty**

##### **No Statutory Code**

Unlike corporate law, trust law provides no statutory code dealing with the fiduciary obligations of trustees or, in particular, with conflict of interest and duty.

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### General Principles

The overriding obligation of trustees is to act in the best interests of the beneficiaries, and to prefer the interests of the beneficiaries over their personal interests. This is often described as the duty of loyalty. There are two, overlapping, aspects of the duty of loyalty. First, a trustee must not place himself in a position of conflict between his self-interest and his duty. Second, a trustee must not profit from his position as trustee. In general, a trustee who puts himself in a position of conflict is liable to disgorge any of the gains made from so doing and is liable for losses to the trust flowing from the breach of his trustee obligation. These general principles are applied very strictly against trustees. Liability does not depend on proof that the trustee in fact abused his or her position and the liability to disgorge gains does not require proof that the trust suffered any loss. Also, the liability to disgorge gains extends to those obtained indirectly as well as those obtained directly.

### Remuneration as Trustees

The general principles dealing with conflict of interest and duty are subject to modification by the terms of a particular trust. Paragraph 9 of each of the Trust Deeds provides for the Trustees to receive reasonable fees for their services as trustees in the administration of the Trusts.

### Application of General Principles

Clear examples of conflict occur if:

- a trustee makes use of trust property for his personal benefit;
- a trustee sells her own property to the trust;
- a trustee purchases property from the trust;
- a trustee establishes for herself personally a business competing directly with an established business of the trust; and
- a trustee takes advantage of a "maturing business opportunity" of the trust. For example, if trustees were negotiating to obtain some business opportunity for the trust, it would be improper for a trustee to obtain such business opportunity for himself or herself.

It is not clear whether a trustee may obtain for himself a business opportunity obtained otherwise than through his position as trustee in the circumstances that the business opportunity is of a type that the trust has adopted a policy of attempting to obtain.

It is not clear to what extent and in what circumstances the conflict principles apply where a benefit is obtained by the spouse or other close relative of the trustee. However, the Trustees should assume that the conflict principle will be applied in respect of any benefit that may be obtained indirectly by the Trustee, including where the benefit is obtained by the spouse or close relative.

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### Application of Principles Where Trustees are Also Beneficiaries

The application of the general principles discussed above gives rise to some difficulty when the same persons are both trustees and beneficiaries since a conflict will often be inevitable in such circumstances. Some conflict is inherent in the two Trusts. In particular, the 1985 Trust requires that at least two Trustees be beneficiaries. Also, although it would be possible to have three Trustees of the 1986 Trust who are non-beneficiaries, for tax reasons it is preferable to have the same Trustees of the two Trusts.

As stated above, both of the Trusts give the Trustees a wide discretion to distribute income or capital of the respective Trusts to one or more of the beneficiaries. Obviously, the Trustees may be in a position of conflict – one created by the Trust arrangements and not one they have put themselves into – in exercising their discretion in a way that might benefit themselves as beneficiaries. This conflict is not acute if the policy is adopted of making distributions from the Trusts that are of general benefit for the beneficiaries, for example, if a distribution of a particular amount was distributed to each and every beneficiary or if funds were expended in creating facilities or programs available for the general benefit of beneficiaries. However, the conflict may be problematic if a policy is adopted involving the exercise of discretion to make distributions – either by way of grant or by way of loan – to particular beneficiaries. There is an obvious danger that the Trustees could be accused of acting improperly if their powers are used to benefit one or more of their own number, particularly if applications for assistance are denied to other beneficiaries.

There are two possible ways in which the inherent conflict in which the Trustees may find themselves can be managed. They are as follows:

- (1) One possibility would be for Trustees (and perhaps others closely connected to them, such as spouse and other close relations) to be excluded from benefit from any programs that involve choice among beneficiaries. However, this appears to be unfair to persons who choose to take on the responsibility of being trustees and may be an inappropriate disincentive. It must be remembered in this context that the terms of the trust instrument clearly contemplate that not only may the same person be both a trustee and a beneficiary but, particularly in the case of the 1985 Trust, it is required that some trustees must be beneficiaries.
- (2) Another possibility is to permit trustees to benefit from programmes of the sort under consideration but to manage the conflict arising from that by the use of arrangements such as the typical provisions applicable to corporations. For example, section 120 of the *Canada Business Corporations Act* contains a scheme applicable to directors under which directors are required to disclose their interests when they have a personal interest in a matter involving the corporation and they are then excluded from voting on any resolution of the board of directors relating to such matter.

The second alternative is not perfect since trust law does not contain any provision or other rule absolving a trustee from responsibility with regard to a decision affecting a matter in the circumstances described in the second alternative. Nevertheless, in the special circumstances of

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the Sawridge Trusts this is the better of the two alternatives and should provide the most appropriate method of minimizing the conflict to the extent reasonably possible.

### **Dealing with Conflict**

Certain preliminary points should be emphasized. First, although a "working definition" of a conflict will be set out below, and although there are situations in which it is clear that there will be an improper conflict, there will be many other situations in which it will not be possible to determine with certainty whether it would be considered there was an improper conflict. Second, the relevant principles of trust law are typically applied strictly against trustees. Therefore, when in doubt the safe course is for trustees to avoid acting in a way that could be characterized as putting themselves into a position of conflict. This presumption in favour of caution is particularly applicable to the Trustees as the Trustees must be particularly careful not to attract the criticism that they may be improperly taking advantage of their position as Trustees to benefit themselves.

In order to deal with the management of conflicts, the following is a useful "working definition" of a conflict:

There will be a conflict whenever a Trustee may obtain some benefit, directly or indirectly, from his or her position as Trustee or when the Trustee is in a position in which his or her decision-making as Trustee may potentially be influenced, directly or indirectly, by his or her personal interests. It will be assumed that a Trustee may obtain such a benefit if the benefit is obtained, not only by the Trustee, but also by the spouse, parent, sibling or child of the Trustee. Similarly, it will be assumed that a Trustee may be influenced if, not only the Trustee, but also the spouse, parent, sibling or child of the Trustee may be affected by the decision.

Not every conflict literally falling within this definition is necessarily problematic. Where a decision of the Trustees will benefit a group of beneficiaries that may include some or all of the Trustees who are themselves beneficiaries, or other beneficiaries related to them, as long as there is no ulterior purpose of conferring advantages on Trustees or their relatives under the guise of a scheme purportedly for the benefit of a broader category of beneficiaries, the fact that Trustees or their relatives may incidentally benefit should not preclude the Trustees from making such a decision. As previously noted, the terms of the Trusts require some Trustees to be beneficiaries, so that it cannot have been the intention that decisions of the Trustees be disinterested in the sense of there being no possible interest of any Trustee in the administration of the Trusts.

**SCHEDULE B1****THE SAWRIDGE BAND INTER VIVOS SETTLEMENT****Resolution of Trustees: Process of Decision-Making****WHEREAS:**

- (1) The Sawridge Band Inter Vivos Settlement (the "Trust") was settled by Chief Walter P. Twinn on April 15, 1985.
- (2) The undersigned, Bertha L'Hirondelle, Walter Felix Twinn, Roland Twinn, Catherine Twinn and Clara Midbo, are the present Trustees of the Trust.
- (3) Paragraph 13 of the Deed applying to the Trust provides that any decision of the Trustees may be made by a majority of 50% of the Trustees.
- (4) The Trustees, subject to the provisions of the Trust, wish to regulate the manner of making decisions by them as Trustees.

**NOW THEREFORE BE IT RESOLVED THAT:****1. Chair of Trustee Meetings**

- (a) Ronald Ewoniak shall be invited to attend meetings of the Trustees and shall act as chair (the "Chair") of such meetings, provided that the Trustees may terminate such arrangement on reasonable notice to Ronald Ewoniak and shall from time to time appoint one of the Trustees or some other person to act as Chair.

**2. Meetings of Trustees**

- (a) Subject to paragraph 3 below, all decisions of the Trustees shall be made at meetings of the Trustees.
- (b) The Trustees shall meet at least once every quarter.
- (c) The Chair shall be responsible for calling the regularly scheduled quarterly meetings of the Trustees and additional meetings which may be called by the Chair on 48 hours' notice to the Trustees.
- (d) Meetings in addition to the regularly scheduled meetings may be called by the Chair or any Trustee on 48 hours' notice to the Chair (if not calling the meeting) and to the other Trustees.
- (e) Notice may be given in writing, by e-mail, fax or telephone or in person.
- (f) Any person may participate in a meeting by means of telephone, electronic or other communication facility as permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously.

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- (g) A majority of the Trustees shall constitute a quorum of Trustees.
- (h) A reasonable time before each meeting, the Chair shall circulate to all Trustees an agenda to which shall be attached all relevant documents for consideration by the Trustees at the meeting.
- (i) The Trustees present at a meeting shall appoint one of the Trustees or some other person to act as the secretary of the meeting and to record the minutes of the meeting, including decisions of the Trustees.

### 3. Resolutions of Trustees

A decision of the Trustees may be also made by a resolution in writing signed by all of the Trustees.

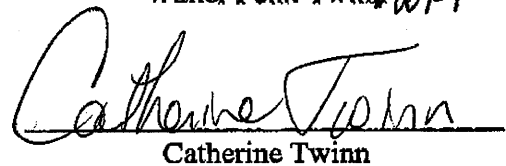
DATED this 12<sup>th</sup> day of January, 2009.

  
Bertha L'Hirondelle

  
Roland Twinn

  
Clara Midbo

  
Walter Felix Twinn WFT

  
Catherine Twinn



**SCHEDULE B2****THE SAWRIDGE TRUST****Resolution of Trustees: Process of Decision-Making****WHEREAS:**

- (1) The Sawridge Trust (the "Trust") was settled by Chief Walter P. Twinn on August 15, 1986.
- (2) The undersigned, Bertha L'Hirondelle, Walter Felix Twinn, Roland Twinn, Catherine Twinn and Clara Midbo, are the present Trustees of the Trust.
- (3) Paragraph 13 of the Deed applying to the Trust provides that any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claims whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision.
- (4) The Trustees, subject to the provisions of the Trust, wish to regulate the manner of making decisions by them as Trustees.

**NOW THEREFORE BE IT RESOLVED THAT:****1. Chair of Trustee Meetings**

- (a) Ronald Ewoniak shall be invited to attend meetings of the Trustees and shall act as chair (the "Chair") of such meetings, provided that the Trustees may terminate such arrangement on reasonable notice to Ronald Ewoniak and shall from time to time appoint one of the Trustees or some other person to act as Chair.

**2. Meetings of Trustees**

- (a) Subject to paragraph 3 below, all decisions of the Trustees shall be made at meetings of the Trustees.
- (b) The Trustees shall meet at least once every quarter.
- (c) The Chair shall be responsible for calling the regularly scheduled quarterly meetings of the Trustees and additional meetings which may be called by the Chair on 48 hours' notice to the Trustees.
- (d) Meetings in addition to the regularly scheduled meetings may be called by the Chair or any Trustee on 48 hours' notice to the Chair (if not calling the meeting) and to the other Trustees.
- (e) Notice may be given in writing, by e-mail, fax or telephone or in person.

- 2 -

- (f) Any person may participate in a meeting by means of telephone, electronic or other communication facility as permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously.
- (g) A majority of the Trustees shall constitute a quorum of Trustees.
- (h) A reasonable time before each meeting, the Chair shall circulate to all Trustees an agenda to which shall be attached all relevant documents for consideration by the Trustees at the meeting.
- (i) The Trustees present at a meeting shall appoint one of the Trustees or some other person to act as the secretary of the meeting and to record the minutes of the meeting, including decisions of the Trustees.


### 3. Resolutions of Trustees

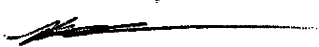
A decision of the Trustees may be also made by a resolution in writing signed by all of the Trustees.

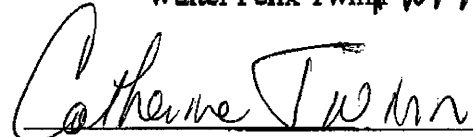
DATED this 12<sup>th</sup> day of January

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WFT  
CLK

  
Bertha L'Hirondelle

  
Walter Felix Twinn WFT

  
Roland Twinn

  
Catherine Twinn

  
Clara Midbo

This is Exhibit "C" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

**TAYLOR J. WATTS**  
Student-at-Law

**From:** Paul Bujold  
**To:** Catherine Twinn  
**Subject:** FW: Walter Felix Twin's Resignation as a Trustee  
**Date:** Wednesday, January 08, 2014 12:03:00 PM  
**Attachments:** Memo, Paul Bujold to Trustees re Walter Felix Twin Resignation, 140107.docx  
Walter Felix Twin Resignation, 131216 Cathe....pdf  
**Importance:** High

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Catherine,

I am sending you Walter Felix Twin's letter of resignation as a Trustee and some recommendations on how to deal with this situation for your review.

Thanks

Paul Bujold,

Trusts Administrator

Sawridge Trusts

214, 10310-124 Street NW, Edmonton, AB T5N 1R2

Telephone (780) 988-7723

Facsimile (780) 988-7724

RECEIVED JAN 02 2014

From  
Mr. Walter Felix Twin  
PO Box 534  
Slave Lake, AB, T0G 2A0

To *CATHERINE TWINN*  
The Board of Trustees  
Sawridge Trusts  
214, 103210- 124 St. NW  
Edmonton, AB, T5N 1R2

Please accept this letter as my formal resignation from the board of Trustees  
Effective from the 16<sup>th</sup> day of December 2013.

Thank you for your kind support all these years. May God continue to guide you in your work  
for our People.

Respectfully Yours

*Walter F. Twin*

( Walter Felix Twin )

16<sup>th</sup> Dec 2013.



## MEMORANDUM

**Date:** 7 January 2014  
**To:** Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn  
**From:** Paul Bujold, Trusts Administrator  
**Subject:** **Walter Felix Twin Resignation**

Upon returning from the break after the New Year, I received a package from Walter Felix Twin in which he sent letters to each of his fellow Trustees announcing his resignation as a Trustee effective 16 December 2013.

According to the Trust Deeds,

*"Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees."  
(1985 Trust Deed and 1986 Trust Deed, Paragraph 5)*

Based on the "not less than 30-day notice period", Walter's resignation could be accepted by the Trustees anytime after 17 January 2014. Since the Trustees are meeting on 21 January 2014, this item will be placed on the agenda for that meeting.

I sent an email to Donovan Waters requesting that he review the provisions of the two Trust Deeds and Alberta and common law on trusts to give us some guidance on how the Trustees should proceed. His memo is attached.

In his memo, Donovan points out a number of crucial points:

1. The Trustees cannot decline to accept Walter's resignation.
2. Donovan's recommendation is that the resignation be recognised by a 'deed' between Walter and the remaining Trustees. (I have asked Doris Bonora to prepare such a deed.)
3. Walter is entitled to be paid all fees that are due. (Walter is paid up on all fees as of 17 December 2013.)
4. Walter may also seek an indemnification for any liability arising prior to his resignation that may come to light after his resignation. (This clause has been included for Walter and for the incoming new Trustee in the deed prepared by Doris.)
5. The remaining 4 Trustees have the power to appoint a replacement Trustee.
6. The 1985 Trust requires a minimum of 5 Trustees while the 1986 Trust requires a minimum of 3 Trustees. The Trustees cannot validly deal with any business unless there is a proper vesting of title in a new Trustee since at least 5 Trustees are required for the 1985 Trust.
7. The resignation and appointment deed should contain a list of all assets being transferred from the resigning Trustee to the new Trustee. (Doris has pointed out that in Alberta, since the Trustees are joint tenants, the deed has to transfer the assets from the five current Trustees to the five new Trustees. That provision has been included in the prepared deed.)

214, 10310-124 Street NW  
Edmonton, AB T5N 1R2  
Office: 780-988-7723  
Fax: 780-988-7724  
Toll Free: 888-988-7723  
Email: [general@sawridgetrusts.ca](mailto:general@sawridgetrusts.ca)  
Web: [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca)

Memo to Trustees re Walter Felix Twin Resignation, 7 January 2014

8. Since the Trustees cannot do business with only 4 Trustees for the 1985 Trust, Donovan suggests one option available to the Trustees is that Walter be asked to extend his period of service until a new Trustee can be selected and briefed and accept the appointment.

The new Trustee has to be fully aware of all the transactions of the Trusts from their creation date in order to fully understand the responsibility and liabilities that come with the position. Since this may take some time, I would recommend that the remaining Trustees consider appointing a temporary replacement for a 6-month period in order that a new candidate can be chosen and briefed. This may also give the Trustees an opportunity to develop a workable succession plan for Trustees. The temporary replacement Trustee could be a non-beneficiary since the Trustees Deeds permit the appointment of 2 non-beneficiaries for the 1985 Trust and 1 non-beneficiary for the 1986 Trust if a sufficient number of the remaining Trustees are beneficiaries.

In the interim, after discussing the options with our legal team, I would recommend that Brian Heidecker be appointed as a temporary, non-beneficiary Trustee for 6 months. He is already completely aware of the history of the Trusts and what the responsibility entails and is presently sitting on the Board of Trustees as Chair and therefore would not require the prior briefing. This would permit the Trustees accepting Walter's resignation on 21 January as well as appointing a replacement Trustee, albeit temporary giving the Trustees some breathing room to come up with a more permanent solution. Most importantly, this would permit the Trusts to carry on its normal business activities.

Doris Bonora's Resignation and Appointment Trust Deeds will be forwarded to you as soon as it is complete. She is presently gathering information on the assets and liabilities from the Sawridge Group of Companies to include in the Schedules to these Deeds.

cc      Brian Heidecker, Chair

**Memorandum on the Sawridge Trusts of 1985 and 1986: resignation of a trustee,  
and the appointment of a replacement trustee**

**Dated January 4, 2014**

There are five Trustees of the Sawridge Band Inter Vivos Trust, created on 15<sup>th</sup> April, 1985, and also of The Sawridge Trust, created on 15<sup>th</sup> August, 1986, in each case by Declaration of Trust. These two trusts are referred to as "the Sawridge Trusts". As of the present date there are five persons who are the appointed Trustees of each Trust. One of the five is Walter Felix Twin. This Trustee ("Walter Felix") has now written to Paul Bujold, Trusts Administrator, a letter tendering his resignation from his position as Trustee.

Resignation of a Trustee

Notice of an intention to resign can take any form, but all the co-Trustees must be aware of the notice before it can take effect. Notice to Mr. Bujold would be construed as notice to the co-Trustees. The remaining Trustees cannot decline to accept the resignation, unless there is cause in connection with Walter Felix's outstanding breach or breaches of trust. The 'unless' clause not being relevant in the present circumstances, and the 30 days notice required by clause 5 of each Trust instrument being met on January 21, the remaining Trustees can accept the resignation as of that date. The resignation will then be effective as of January 21, 2014. The resignation and its operative date are not required in Alberta to be by deed (see the *Trustee Act*, R.S.A. 2000, c. T-8., s. 17(2), which uses the word, "instrument"), but in my view it is preferable to have a deed between the resigning trustee and the remaining trustees.

Walter Felix is entitled to remuneration as Trustee until January 21, 2014. He is also entitled as of that date to be indemnified for any expenses he has properly incurred as a Trustee prior to that date. While he is a trustee, he has lien rights against the funds of the Trusts for unpaid remuneration, and expenses not reimbursed, as of that same date. Prior to its acceptance, he is entitled to retract his tendered resignation so as to retain this lien if he has not been appropriately paid and reimbursed to January 21, 2014. If there is no disagreement on these matters, the deed of resignation referred to above can usefully record as between the outgoing trustee and the continuing trustees that payment and reimbursement have been made, and accepted by the resigning Trustee.

It is familiar for a resigning trustee to seek from the continuing trustees an indemnification from those continuing trustees for any liability of the then trustees that comes to light after the resignation but pertaining to the period prior to the resignation. A resigning trustee would otherwise continue to carry this potential liability into retirement. The clause in the deed of resignation would run something like this – "the continuing Trustees discharge [the resigning trustee] as a co-trustee from all liabilities, including actions, damages, claims, losses, costs and expenses of whatever nature arising with respect to, or as a direct or indirect result of, the administration of the" Trusts prior to the date of resignation.



However, in this instance under clause 12 of each Sawridge Trust the Trustees already benefit from a considerable degree of protection from liability. A Trustee is solely responsible for breaches of trust which are held to stem from the lack of good faith in that Trustee's acts or omissions, i.e., he was fraudulent, dishonest or otherwise intended to act wrongfully as he did. This type of clause may lead trustees continuing in office to say that the outgoing trustee does not need protection from his subsequently-found liability for negligence, of which he was previously unaware, and that that level of protection, given him by the Trust deeds, is all that he can reasonably ask from continuing trustees, who assume personally any liability that the resigning trustee had. Alternatively, it may lead the outgoing trustee himself to say that he will not ask for an indemnification. Nonetheless, an outgoing trustee may wish to consider taking independent legal advice before taking this decision.

#### Appointment of a replacement Trustee

Under clause 5 of each Sawridge Trust the power of appointment of a replacement Trustee on a resignation occurring is vested in the continuing Trustees. The 1985 Trust requires a minimum number of five Trustees (the 1986 Trust a minimum of three Trustees), so on this occasion there must be a replacement Trustee. All the existing Trustees are also Trust beneficiaries, so the replacement Trustee can validly be a person who is not such a beneficiary.

I am not aware of the investment holdings currently held by the 1985 and 1986 Sawridge Trusts. So I will set out more fully the legal requirements as to vesting the trust assets in the new body of Trustees.

The point of law to be considered carefully in the appointment of a new trustee is that the appointors ensure that the trust property, whether items of realty or personalty, is effectively vested in the new trustee body, i.e., the continuing trustees, A, B, C and D, plus the replacement trustee, E. Unless there is a proper vesting of title in the trust property, the continuing trustees and the new trustee together cannot validly deal with the trust property or exercise the trustee powers. It used to be the case under the common law that each asset had individually to be transferred to the new trustee body, but for some time the provinces have been adopting the 1925 legislation in England whereby a "declaration" is made by the appointor(s) of the new trustee body that trust assets thereby vest in the new body.

In Alberta it is a matter of construction of the instrument of appointment as to whether the instrument of appointment contains adequate language that it transfers to the new body of trustees the legal title in each and all of the trust fund assets. In the *Trustee Act*, R.S.A. 2000, c. T-8, s. 17(1), it is provided for such a transfer that the "declaration" of vesting of trust property must employ such inclusive language as "any estate or interest" in "any land" or "chattel that is subject to the trust", and any receivable "debt or other chose in action".

One function of this declaration is to authorize changes of registration to be made in the provincial records maintained under the *Land Titles Act*, R.S.A. 2000, c. L-4.

It should also be noted that, if the resignation and the appointment of a new trustee are to be made in the same instrument (preferably a deed, as previously noted), the declaration would be made in this instrument. See *Trustee Act*, R.S.A. 2000, c. T-8, s. 17(2).

However, and this too must be noted, the section 17 vesting declaration does not apply to vest certain assets. Not included is "any share, stock, annuity, or property only transferable in books kept by a company", or other body in compliance with Alberta legislation. See s. 17(3). This is because shares are commonly registered in the names of legal persons, but not as trustees. If they held as 'trustees', the declaration might be enough. The Sawridge Trusts own shares in privately-held corporations, and the change of registration of these shares into the names of the new Trustees, as a group, must therefore specifically be made in the corporate books.

Also excepted from a section 17(2) declaration are mortgages of land held by trustees as part of the trust fund. Such mortgages are traditionally excepted because the deed of mortgage security will not reveal that the mortgagees are trustees advancing trust fund monies. Specific vesting of mortgages of land in the new trustee body is thus required. It is true that all land interests must be registered under the *Land Titles Act*, as previously mentioned, so that this would cover land mortgages in any event. But it is worth knowing that *Land Titles Act* registration is needed for land mortgages because also of this exception.

Thirdly, and lastly, trust fund assets in the form of leasehold or sub-leasehold interests, under the terms of which holdings assignment is denied without the landlord's consent, specific transfer of title to the new body of trustees is vital. Otherwise, were the vesting of these assets to have been made in the new body of trustees by the declaration, the forfeiture provision may be triggered.

All this law as to vesting may seem at first sight complex, but it all makes sense as a set of rules, and it is easily manageable by a lawyer who specializes in this area. An added difficulty is that every Canadian jurisdiction makes its own legislative rules as to trustee appointment documents, and the effect of those documents. B.C. rules, for example, differ from Alberta rules. It may be annoying, but I would suggest an Alberta lawyer be retained who is cognizant of any procedural details, such as court rules, concerning vesting declarations practice in Alberta. Once the job is done properly, it does not have to be thought about again.

#### Timing the resignation and the appointment of a replacement

If the resignation is to be by deed as of January 21, 2014, then the resignation and the replacement appointment, including a section 17(2) declaration, could be incorporated into the same instrument. This supposes, however, that by that date the continuing Trustees are agreed as to the person who is to replace the outgoing Trustee, and that person has agreed to serve.

Memo to Trustees re Walter Felix Twin Resignation, 7 January 2014

If, however, the resignation is to be as of January 21, 2014, but on that date time or further time is needed by the continuing Trustees, in which to select, approach the person and confirm a replacement Trustee, there is going to be a period of time thereafter during which for the 1985 Trust there will not be a minimum number of Trustees. This prevents the four continuing Trustees from validly acting as 1985 Trust Trustees, whether by majority or otherwise. Trustees should never be in this position, and it is therefore clear that there cannot be a period of time between resignation and appointment during which this position exists. An alternative is needed. In order that capacitated trusteeship, i.e., five trustees, is continuously in place, it is suggested that, if he will so consent, Walter Felix remain as Trustee while discussions are taking place as to his successor. Then resignation and appointment can be carried out on the same day.

Donovan Waters, Q.C., F.R.S.C.

This is Exhibit "D" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

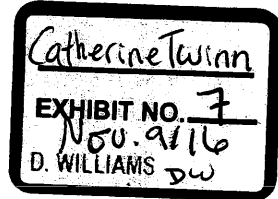
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

# OFFICIAL TRANSCRIPT

Action No.: 1403 04885  
E-File No.: EVQ14SAWRIDGEBAND1  
Appeal No.: \_\_\_\_\_

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE OF EDMONTON



BETWEEN:

ROLAND TWINN, EVERETT JUSTIN TWIN, WALTER FELIX TWIN,  
BERTHA L'HIRONDELLE, and CLARA MIDBO, as Trustees  
for the Sawridge Trusts

Applicants

and

CATHERINE TWINN

Respondent

---

## PROCEEDINGS

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Edmonton, Alberta  
May 16, 2014

Transcript Management Services, Edmonton  
1000, 10123 99th Street  
Edmonton, Alberta T5J-3H1  
Phone: (780) 427-6181 Fax: (780) 422-2826

# OFFICIAL TRANSCRIPT

Ex. 7

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1 Proceedings taken in the Court of Queen's Bench of Alberta, Law Courts, Edmonton, Alberta

2

3 May 16, 2014

Morning Session

4

5 The Honourable Justice Nielsen

Court of Queen's Bench of Alberta

6

7 D.C.E. Bonora

For the Applicants

8 K.A. Platten, Q.C.

For the Respondent

9 K. Fontaine

Court Clerk

10 G. Jonas

Court Clerk

11

12

13 **Discussion**

14

15 THE COURT:

All right, a footrace has been on here, I

16 understand.

17

18 MS. PLATTEN:

I apologize for my attire.

19

20 THE COURT:

That is fine.

21

22 MS. PLATTEN:

I probably naively thought I wouldn't be in

23 court today.

24

25 THE COURT:

That is all right. So I take it, firstly, no issue

26 that Ms. Bonora is now at my former firm; although, not at any time that I was there?

27

28 MS. PLATTEN:

No.

29

30 THE COURT:

Okay, all right.

31

32 MS. PLATTEN:

I don't have an issue, Sir.

33

34 THE COURT:

So I know nothing about this.

35

36 **Submissions by Ms. Bonora**

37

38 MS. BONORA:

So the application is basically to seek the

39 Court's direction under the *Trustee Act* to transfer assets from one group of trustees that

40 involved a resigning trustee to another group of trustees that involved --

41



1 THE COURT: Sorry, a resigning?

2  
3 MS. BONORA: A resigned, yes, trustee.

4  
5 THE COURT: Okay.

6  
7 MS. BONORA: And to a group of trustees with a newly  
8 appointed trustee.

9  
10 So the law in that area is that assets in a trust are owned jointly by the trustees, and so  
11 when you have one resigning trustee then that group of trustees must sign the assets all  
12 over to the new trustees. And I don't think Ms. Platten has any issues with that, we both  
13 agree that is what the law is. So --

14  
15 THE COURT: Okay, can I just ask a simple question here?

16  
17 MS. BONORA: Yes.

18  
19 THE COURT: And I will use numbers. There was an existing  
20 group of, say, five trustees?

21  
22 MS. BONORA: Five, right.

23  
24 THE COURT: One of them has resigned?

25  
26 MS. BONORA: Resigned.

27  
28 THE COURT: And so those five have to sign over their  
29 ownership interests to the new set of trustees, which is the same four trustees and a new  
30 one?

31  
32 MS. BONORA: Correct.

33  
34 THE COURT: Okay.

35  
36 MS. BONORA: Yes, and the trustees provide for a majority  
37 vote in terms of accepting the resignation of the old trustee and appointing the new  
38 trustee. So, I don't think there is any actual issue about that in the respect of the old -- the  
39 resignation of the resigning trustee was accepted by a majority. The appointment of the  
40 new trustee was accepted by a majority. So that -- those votes happened and I don't think  
41 there is any question about that.

1  
2 What we have is that one of the trustees, so one of the original four and remaining four,  
3 won't sign the transfer of assets. And now it has become critical because there is a land  
4 development deal pending that is worth \$14 million and it was to be completed by May  
5 30th. It was put off while we were in the process of this litigation trying to get this  
6 settled, but now it has become critical.  
7

8 THE COURT:

Okay.

9  
10 MS. BONORA:

They need a decision. And the board of the  
11 companies is separate, but they require major decisions to be ratified by the shareholders  
12 of the company, and the shareholders are the trustees. So that is their requirement and that  
13 is what the trustees have always maintained as a policy, so without the ratification there  
14 can be no land development deal. And so that has become the critical issue. Another --  
15

16 THE COURT:

Can I just stop you?

17  
18 MS. BONORA:

Please do.

19  
20 THE COURT:

Who are you acting for, Ms. Bonora?

21  
22 MS. BONORA:

So I'm here on behalf of the Trust to try and  
23 get the assets transferred. So at a meeting in February or March, it is in the affidavit, the  
24 trustees voted by majority to take this matter to Court to get the assets transferred so that  
25 they could carry on with their business.  
26

27 THE COURT:

Okay.

28  
29 MS. BONORA:

And Mr. Platten is on for the trustee, Catherine  
30 Twinn, who will not sign the asset transfer.  
31

The other critical issue, although not as critical as the land development deal, is that the  
32 annual general meeting for the companies will occur on June 12th and, of course, the  
33 shareholders then must be in place in order to elect the directors. And so for that meeting  
34 the asset transfer must occur, as well.  
35  
36

In terms of the timeline here, it is not as though this has been sprung on Ms. Twinn. So  
37 the resignation was tendered by the trustee in December of 2013, it was accepted in  
38 January of 2014, and that is when the new director -- pardon me, the new trustee was  
39 elected. The Trust requires that there be five trustees. So it is not as though we can leave  
40 an empty spot.  
41

1  
2 THE COURT: Sorry, can I stop you again?  
3  
4 MS. BONORA: Yes.  
5  
6 THE COURT: And I apologize for interrupting you, I just --  
7  
8 MS. BONORA: Please do, yes.  
9  
10 THE COURT: -- want to get my mind around this. Do I take it  
11 that when you say the resignation of the retiring director was accepted by a majority, is it  
12 a majority of the remaining four, then, that must accept?  
13  
14 MS. BONORA: Yes.  
15  
16 THE COURT: And the remaining four, a majority must also  
17 approve the new trustee?  
18  
19 MS. BONORA: That's correct.  
20  
21 THE COURT: Would I be correct in assuming that Ms. Twinn  
22 was in the minority, then, with respect to the resignation and the approval of the new  
23 trustee?  
24  
25 MS. BONORA: Yes, the affidavit actually -- well, in the  
26 minority in the sense that she would not vote at all. So she didn't vote for or against or  
27 abstain, she simply said she wouldn't vote.  
28  
29 THE COURT: I did not know there was an option there. It  
30 seems to me it is -- are there not only three options? If you have some obligations as a  
31 director or a trustee, or whatever, I mean, you can vote for, you can vote against, or you  
32 can abstain. And I guess failing to vote, is that not taken at law as an abstention?  
33  
34 MS. BONORA: It could be. We haven't investigated it.  
35  
36 THE COURT: Yes.  
37  
38 MS. BONORA: There have been obviously some difficulties at  
39 the trustee table.  
40  
41 THE COURT: I am gathering that, yes.

1  
2 MS. BONORA: And without going into lots of history about  
3 that, obviously that is why we are here.  
4

5 THE COURT: Okay, can I ask one more question?  
6

7 MS. BONORA: Yes.  
8

9 THE COURT: Of the remaining four -- well, of the four  
10 directors that remain, the other three voted in favour of accepting the resignation and in  
11 favour of the new trustee?  
12

13 MS. BONORA: Yes.  
14

15 THE COURT: So it was not two out of three, for example, it  
16 was three out of four?  
17

18 MS. BONORA: Yes, yes.  
19

20 THE COURT: Yes, okay. Okay.  
21

22 MS. BONORA: And just on that note, though, it is important I  
23 think for the Court to know that this is a very small -- sorry, let me back up. The Trust  
24 requires five trustees, and the resigning trustee was a beneficiary of the trust. And the  
25 Trust requires that there be at least three beneficiaries, so we needed to replace him with a  
26 beneficiary.  
27

28 THE COURT: All right.  
29

30 MS. BONORA: The definition in the Trust is complex in terms  
31 of what is defined as a beneficiary, but I can tell you that this First Nation is very  
32 small. Sawridge has 41 members. So when you exclude children and seniors who are not  
33 able, and perhaps people who have addiction problems, there is a very small, small group  
34 of people who could be a trustee. And then when you ask people if they want to be, really  
35 they ended up with one person.  
36

37 So, not having a trustee means the Trust can't act at all because it needs the five trustees,  
38 so before they accepted the resignation, as I told you, it was tendered in December but  
39 they didn't accept it until January because they needed to find someone, and so they  
40 found this person named Justin Twin who is an able bodied person, he is a beneficiary,  
41 although I am going to get to that point in a second, and he agreed to act, and he lives in

1 Slave Lake where the Reserve is and is working in a managerial position. So he is a very  
2 good candidate to be a trustee.

3

4 THE COURT: Working in a managerial position, did you say?

5

6 MS. BONORA: Yes, yes.

7

8 THE COURT: Okay.

9

10 MS. BONORA: But here -- so when I said I would get back to  
11 this point, here is the problem that Ms. Twinn has: she believes that he does not fit the  
12 definition of a beneficiary. And so to that end we have tried -- when I say the trustees  
13 have tried to satisfy Ms. Twinn on that end in terms of examining his history, providing  
14 an opinion on his history and providing that to Ms. Twinn. They also sought a legal  
15 opinion from the First Nation Council to say tell us his history and how he applies.

16

17 And to make a long story short about his history, in this the definition of history here  
18 relates back to the *Indian Act* where it stood in 1970 when Bill C-31 came in. He was an  
19 illegitimate child of a member, but his mother didn't marry until after he was born and his  
20 birth was never protested. So on that basis, the basic definition, in our estimation, makes  
21 him a beneficiary. That is in reliance as well on the legal opinion -- certainly our legal  
22 opinion and the legal opinion of the Sawridge Council.

23

24 THE COURT: So you have got two opinions -- there are two  
25 opinions available saying he meets the definition of beneficiary?

26

27 MS. BONORA: That's right.

28

29 THE COURT: Are there --

30

31 MS. BONORA: In the -- for the 1985 Trust, that's right.

32

33 THE COURT: Are there any contrary legal opinions?

34

35 MS. BONORA: There are no contrary legal opinions with  
36 respect to him fitting the definition of the 1985 trust. In lots of ways I believe it is quite  
37 mathematical: here are his facts, here is when he was born, here is when his mother  
38 married, here is the fact that there were no protests, now fit it into that definition in the  
39 *Act*. And I don't think there is any other way to conclude that he isn't a beneficiary and  
40 eligible.

41

1 So in terms of the timeline we started back in December a number of -- Ms. Twinn made  
2 a number of requests for information. Those, of course, satisfied. Finally, the trustee said  
3 we can't go on, we need to have a resolution in terms of the transfer of those assets and  
4 they voted to bring on this application. The first time this was in court was on April 9th.  
5 Ms. Twinn appeared on her own and said that she needed legal counsel.

6  
7 At that time we didn't understand, didn't know, the urgency of the land development deal,  
8 so it was adjourned to May 5th, and during that time she did, in fact, retain Ms. Platten.  
9 But the point was that we -- then obviously during the course of that time period we came  
10 to realize that in fact it was now urgent that this matter proceed.

11  
12 Ms. Platten and I have been in lengthy, lengthy discussions to try and settle this matter. I  
13 am sure she will tell you that we have been negotiating in good faith, trying to be very  
14 generous, but it simply did not get settled. And so now we are here today to say this is a  
15 fairly straightforward matter in the sense that he has been elected, he has -- properly by a  
16 majority, so he is the new trustee. There is really this administrative matter that needs to  
17 happen with respect to the transfer of assets.

18  
19 And I know that it is difficult always in court to say should I make this decision that  
20 might seem to be final. I would tell you today that nothing you say in respect of his  
21 eligibility is -- well, you are not going to say anything about his eligibility. It will not be  
22 a matter that is res judicata, and we have said to Ms. Platten that Catherine Twinn, even if  
23 the asset transfer happens, would have ample ability to come back to court and say he is  
24 not eligible for whatever reasons she might come up with. And, in many ways, we are  
25 okay with that because if he is ineligible of course we would want to know that. We  
26 believe he is eligible.

27  
28 But in terms of proceeding with a very significant land development deal that the trustees  
29 wish to proceed with and the directors of the company wish to proceed with, there is a  
30 side element to that, they have made a policy to try and get into deals that are not so  
31 labour intensive. You may know Sawridge Trust owned a number of hotels and the  
32 foreign owner -- or, foreign worker program has decimated them in terms of being able to  
33 have employees and so they've instituted this policy about getting into businesses that are  
34 not so labour intensive. This is one that is very prime for them, and it is described in an  
35 affidavit. Ms. Platten has had that. I am not sure if the real details of that are so important  
36 as to say that it is just deemed to be a very good business deal for these trusts and it  
37 seems quite unfair that one trustee could hold up the transfer of assets when the proper  
38 election of that trustee has happened. And we can proceed and if she wishes to bring on  
39 an application she can certainly do that to determine his eligibility.

40  
41 THE COURT:

Can I ask a couple of questions? Firstly, and

1 Ms. Platten maybe can speak to this when she is on her feet too, but is it your  
2 understanding that Ms. Twinn's reluctance to sign the transfer is because she does not  
3 want to in any way be seen to do anything that would recognize Justin Twin as a  
4 beneficiary here, and therefore she is concerned that if I sign this document then that may  
5 be -- that may come back to haunt me later on if I want to make an argument that he is  
6 not an appropriate trustee?

7  
8 MS. BONORA: Well, certainly that has relayed to us that she  
9 is -- I don't know that she is worried about being stuck with that. Certainly, the objection  
10 is all in relation to his eligibility.

11  
12 THE COURT: Right, okay. The second thing is, and again,  
13 Ms. Platten, you can speak to this as well, but is it your understanding, Ms. Bonora, that  
14 but for this issue with Mr. Twinn, Ms. Twinn, Catherine Twinn, is in support of the land  
15 development deal?

16  
17 MS. BONORA: I don't know that.

18  
19 THE COURT: Okay.

20  
21 MS. BONORA: I don't know that. I think that -- yes, I don't  
22 know that.

23  
24 THE COURT: Well, I guess maybe -- I am not sure I  
25 understand the structure, but have the trustees voted in favour of pursuing the land  
26 development deal?

27  
28 MS. BONORA: No. So that is the -- the issue is that they would  
29 normally bring it to a ratification by the shareholders of the company, and so right now  
30 we don't have the right shareholders of the company.

31  
32 THE COURT: Right, okay.

33  
34 MS. BONORA: So the ratification has not happened yet.

35  
36 THE COURT: Okay, because of this holdup that we have right  
37 now on this?

38  
39 MS. BONORA: Because of this, yes.

40  
41 THE COURT: Yes, okay.

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41

MS. BONORA:

The holdup of the transfer of the assets.

THE COURT:

Okay, and is the Trust prepared to, assuming I grant the order that you are seeking, which is really just -- it is really an order transferring the assets from the old trustees to the new trustees then?

MS. BONORA:

That's it.

THE COURT:

Is the Trust prepared to have a provision in the order that says that the transfer effected by my order would be without prejudice to Ms. Twinn or anyone else arguing about Justin Twin's eligibility?

MS. BONORA:

Yes, I don't think that is a problem for us because we have continued to say that, you know, if that can be brought forward, if we can have that in another application, we have said we are prepared to set that down if you want.

THE COURT:

Yes, yes.

MS. BONORA:

We have just been in this emergency.

THE COURT:

But Ms. Twin may take some comfort from a provision like that in the order then if she wants to bring an application.

MS. BONORA:

Yes, yes.

THE COURT:

Okay, okay. All right, Ms. Platten?

**Submissions by Ms. Platten**

MS. PLATTEN:

Sir, as you know, I act for Catherine Twinn and she is objecting not to the asset transfer so much, but to the appointment of Justin Twin. She does not believe that he -- she questions his eligibility. And it is rather complicated, there was an '83 Trust and there was a transfer from the '83 Trust to the '85 Trust and there were terms in the '83 that were weren't transferred over to the '85 Trust and that is a concern for her.

One thing that -- I am not quite sure why, but that I hadn't considered asking Ms. Bonora before this moment was whether or not the ratification by the trustees has to be all of the trustees or a majority of the trustees, because certainly if three of the trustees ratified it



1 then Justin would not have to ratify it and Catherine would not have to ratify it.

2  
3 MS. BONORA: So the policy is that on major deals, so a \$14  
4 million deal would be considered major, is it must be unanimous.

5  
6 THE COURT: Oh, okay. So both Justin and Catherine have to  
7 ratify that?

8  
9 MS. BONORA: Well, yes, and I mean right now the corporate  
10 directors are saying, you know, without the right number of shareholders and without the  
11 right shareholders being the owners of these companies, they just are not going to proceed  
12 with that deal unless they have this sorted out because part of the deal, and it is set out in  
13 the affidavit, as well, is that they wish to create a limited liability partnership. That  
14 involves the shareholders, so they need the right shareholders in place to do the full deal.

15  
16 THE COURT: But the ratification process, if I am  
17 understanding it, cannot go forward until the assets have been transferred then?

18  
19 MS. BONORA: That is right, that is right.

20  
21 THE COURT: Oh, okay.

22  
23 MS. PLATTEN: As well, Sir, this is further complicated by the  
24 fact that Ms. Twinn is away and I have been trying to contact her and have been unable  
25 to; I have sent three emails yesterday, two emails today, and have tried to phone her. She  
26 is away. I believe that she is at a conference somewhere. I don't know where that is, I  
27 don't know when she is back, and so I am somewhat hampered in answering this  
28 application.

29  
30 I know that she did want to do an affidavit to indicate her full position as to why she was  
31 objecting to the asset transfer. We have not done so yet. We had not actually -- I had seen  
32 the affidavit, but we did not have a copy of the affidavit. So I understand it has now been  
33 filed and we will get a copy.

34  
35 So that is what I am hampered with, Sir. I appreciate that there is some urgency to it, and  
36 so I just have to say that I have not a whole lot to say to the Court except that I know  
37 that she is objecting and the reasons for that objection. And she has looked at the one  
38 legal opinion and doesn't feel that it is adequate, it was I think a one-page opinion, and it  
39 did not delve into the '83 to '85 Trust transfer. So that has been her problem to date.

40  
41 THE COURT: So are you asking for an adjournment, then? I

1 mean, I am not sure there is -- there is nothing on the -- and I appreciate you two have  
2 run down here to get this done, but I mean it is on an urgent basis, but are you saying I  
3 cannot properly respond because I may need an affidavit from Ms. Twinn?  
4

5 MS. PLATTEN: It would be good to have an  
6 adjournment. Unfortunately, I can't tell you when Ms. Twinn will be back, and so if we  
7 adjourned it to perhaps Wednesday of next week then I may be able to get in touch with  
8 her, but I can't guarantee that to the Court, so I am hesitant to give a date to the Court to  
9 say that I will be back.  
10

11 Perhaps what I can say is that if we adjourned it to Wednesday and I was unable to  
12 contact Ms. Twinn I would just advise Ms. Bonora of that and she could come and get an  
13 order either from you or from who is ever in chambers. So I am sorry I am at a  
14 disadvantage here, Sir.  
15

16 THE COURT: No, no need to apologize, I mean, this is -- you  
17 two have been working and I have no doubt have been working diligently to try and not  
18 be here and it did not work out.  
19

20 MS. PLATTEN: We have, Sir.  
21

22 MS. BONORA: Sir, I guess my response is twofold: one, I think  
23 that when you have a trustee who has a fiduciary responsibility, she knows this is going  
24 on, she knows the business deal is pending, she can't just go away and say -- you know,  
25 even if she is not getting emails I think she has an obligation to call knowing that this is  
26 happening this week.  
27

28 THE COURT: Well, would she have known that you two were  
29 going to come to court this week?  
30

31 MS. PLATTEN: No, I don't believe so, Sir.  
32

33 MS. BONORA: Oh, I thought she did. So I apologize for that.  
34

35 When we were here on May 5th we were talking about the urgency of it being -- and the  
36 need to have it go ahead as quickly as possible.  
37

38 MS. PLATTEN: She certainly understands that that is the  
39 position of the Trust, Sir.  
40

41 THE COURT: Yes, yes.

1

2 MS. BONORA: So, I would say, you know, I don't think it is  
3 acceptable to say I've gone away and I am not going to deal with this.

4

5 I guess the other option that we would have perhaps is to grant the order today, but that it  
6 not be used until Wednesday so I don't have to come back in the event that there is no  
7 response. On Wednesday, if there is a need to come back, then I would hope that you  
8 would still hear it so that I don't have to --

9

10 THE COURT: Well, that is probably not going to work, unless  
11 you want to come to Wetaskiwin to argue it.

12

13 MS. BONORA: I was there last week.

14

15 MS. PLATTEN: Well, I have to go to Red Deer next week,  
16 so. . .

17

18 THE COURT: Well, you could stop in.

19

20 MS. BONORA: Could we maybe do it by phone with you on  
21 Wednesday?

22

23 THE COURT: Well, I am wondering, Ms. Platten, if we put in  
24 a provision along the lines that I have referred to that it is without prejudice to Ms. Twinn  
25 or anyone else arguing the eligibility of Mr. Twin to -- Justin Twin to be a trustee and  
26 that if I granted the order on that basis today but that it would be held until Wednesday,  
27 so not acted upon, but I mean the reality is if you cannot get a hold of Ms. Twinn  
28 between now and then, if you come back in front of me, which makes some sense since I  
29 have now heard this, you know, the last half hour or whatever is to get up to speed, I say  
30 I am inclined that I would grant the order here.

31

32 So if I granted it but said it shall not be effective, if you bring back an application on  
33 Wednesday, and it does not have to be in front of me then, it can be whoever is in  
34 chambers, then you can come down and argue it and say, you know, Nielsen granted this  
35 order but it was on the basis that there would be no opposing affidavit filed between now  
36 and Wednesday. Here is the opposing affidavit, so my order is not effective. It may be,  
37 but it would require a Judge to hear everything at that point. Would that work?

38

39 MS. PLATTEN: I would be happy with that, Sir.

40

41 MS. BONORA: Yes. The problem is that if there is in fact an

1 affidavit sworn on Wednesday, we have essentially scuttled the deal, right? I mean, it is  
2 not going to go ahead at that point.

3

4 THE COURT: Well, not necessarily. Well, have you because --

5

6 MS. BONORA: Well, I think the trustees -- the corporate  
7 directors have said unless there was a decision this week that the assets would be  
8 transferred they would likely not be able to get it back on track. It has already been  
9 delayed by 30 days. So when we were in court on April 9th it was in the works, and I'm  
10 not exactly sure of the timeline, I just know that it has been delayed once. So in the event  
11 that you give Ms. Twinn an opportunity to delay this completely by simply filing an  
12 affidavit, I am pretty sure that is going to happen.

13

14 THE COURT: Well, no, my idea was that if she files an  
15 affidavit, you are back here on Wednesday to argue it and the Judge would know the  
16 urgency then and give you the, you know, give you a decision on it at that time.

17

18 MS. BONORA: Right.

19

20 THE COURT: What you are telling me is that if it has to be  
21 argued on Wednesday this deal is dead?

22

23 MS. BONORA: Well, and I guess if we go back to the  
24 fundamentals of this application, which is that it is still open to her to argue eligibility,  
25 that won't be decided in a morning chambers application and it needs to go --

26

27 THE COURT: No, that might be a trial.

28

29 MS. BONORA: It might be a trial.

30

31 MS. PLATTEN: It may well be, Sir.

32

33 MS. BONORA: And, in fact, you know, there is some questions  
34 and allegations that Walter Twin, the former famous Chief, told Justin Twin's mother that  
35 she should not get married so that he could be a beneficiary. So there is these kinds of  
36 allegations being made, and so obviously there is lots of emotion about that whole even  
37 challenge to his eligibility.

38

39 I am going to ask you to make the order today without prejudice to her right to bring on  
40 her application and then it puts it squarely in her camp.

41

1 THE COURT: I am sorry to be so thick on this, but even if I  
2 give this order this deal may not go ahead because it may not be ratified by all of the  
3 shareholders then?

4  
5 MS. BONORA: It may not. It may not, so --

6  
7 THE COURT: Is that a distinct possibility if -- well, I guess  
8 that really puts Ms. Twinn to her election -- not her election, but it puts her to her test at  
9 that point in time as to whether, given that she is a trustee and has fiduciary duties, is she  
10 going to scuttle this deal, for lack of a better term, because of her concerns of Justin being  
11 a beneficiary, which may be contrary to the interests of the Trust at that stage?

12  
13 MS. BONORA: And leads to maybe other --

14  
15 MS. PLATTEN: I think that is an entirely different question, Sir.

16  
17 THE COURT: Yes, yes.

18  
19 MS. PLATTEN: Yes.

20  
21 THE COURT: Well, I think she is -- and she is obviously one  
22 of the old trustees, one of the four, she is one of the new and she is prepared to carry on  
23 as a trustee, so she knows what her obligations are.

24  
25 All right, anything further?

26  
27 MS. BONORA: No, Sir, thank you.

28  
29 THE COURT: All right, Ms. Platten, anything further?

30  
31 MS. PLATTEN: No, nothing further, Sir.

32  
33 THE COURT: I think in the circumstances here this is an  
34 urgent matter and I appreciate both of you getting down here to deal with this.

35  
36 **Order (Granted)**

37  
38 THE COURT: I am satisfied that an order can go that will  
39 effect the transfer of the assets from the old group of trustees to the new group of  
40 trustees.

41

1 There will be a provision in the order that it is without prejudice to any applications that  
2 may be brought forward as to the eligibility of Justin Twin as an appropriate trustee here,  
3 but that the transfer is the first step that has to be undertaken here to get things moving  
4 forward with respect to this land development transaction, and the trustees are then going  
5 to have to act in accordance with their obligations as to how the development goes  
6 forward. And so I think they can do that and if the deal does not go forward then at least  
7 they have been given the opportunity to do that, and if it does then a decision has been  
8 made.

9  
10 And I think, if I am understanding where we are here, Ms. Twinn could very well  
11 approve and ratify this land development without yet agreeing --  
12

13 MS. PLATTEN: Right.

14  
15 THE COURT: -- that Justin is an appropriate trustee here.  
16

17 MS. PLATTEN: Correct.

18  
19 THE COURT: Yes. All right, well I think --  
20

21 MS. BONORA: Thank you so much, Sir.  
22

23 THE COURT: I think, ladies, that that removes the logjam and  
24 I appreciate that you are here without having the benefit of instructions, I guess,  
25 Ms. Platten, but I think it is necessary. I accept the urgency here and that it is appropriate  
26 to move forward on that basis.  
27

28 So let me understand how this is going to work now. Ms. Bonora, you are going to  
29 prepare the order?  
30

31 MS. BONORA: I will send it to Ms. Platten.  
32

33 THE COURT: Ms. Platten. I am here this afternoon, so if you  
34 can do it quickly then I can sign it for you. Otherwise, if it is approved the clerk can sign  
35 it I think anyway, so . . .  
36

37 MS. BONORA: Okay.

38  
39 THE COURT: But if you get it to me I am happy to sign it.  
40

41 MS. BONORA: Okay. Thank you so much.

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THE COURT:

Okay, nice to do something -- I was saying to  
our clerks that it is nice to do something in civil chambers that is not a residential tenancy  
or a restraining order, so thanks very much.

MS. PLATTEN:

Happy to bring those to you at any time.

MS. BONORA:

Thank you.

---

PROCEEDINGS CONCLUDED

---

**1 Certificate of Record**

2  
3 I, Kirsten Fontaine, certify that this recording is the record made of the evidence of the  
4 proceedings in the Court of Queen's Bench held in courtroom 316 at Edmonton, Alberta,  
5 on the 16th day of May, 2014, and that I and Greg Jonas were the court officials in  
6 charge of the sound-recording machine during the proceedings.  
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1 **Certificate of Transcript**

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I, Laurie Strang, certify that

(a) I transcribed the record, which was recorded by a sound recording machine, to the best of my skill and ability and the foregoing pages are a complete and accurate transcript of the contents of the record, and

(b) the Certificate of Record for these proceedings was included orally on the record and is transcribed in this transcript.

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Laurie Strang, Transcriber  
Order No. 47315-14-1

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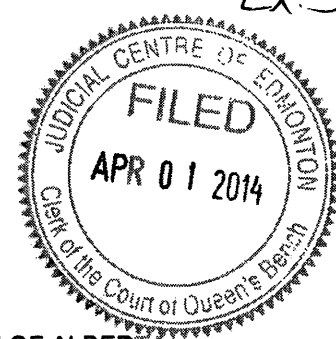
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Transcript Pages:	18
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Line Statistics	
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EX.5



Clerk's stamp:

COURT FILE NUMBER

1403 04885

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE TRUSTEE ACT,

R.S.A. 2000, c. T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE BAND  
INTER VIVOS SETTLEMENT and THE  
SAWRIDGE TRUST ("Sawridge Trusts")

APPLICANTS

ROLAND TWINN,  
WALTER FELIX TWIN,  
BERTHA L'HIRONDELLE, and  
CLARA MIDBO,  
EVERETT JUSTIN TWIN, as Trustees for the  
Sawridge Trusts

RESPONDENT

CATHERINE TWINN

DOCUMENT

Originating  
APPLICATION

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Dentons Canada LLP  
2900 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3V5

Attention: Doris C.E. Bonora  
Telephone: (780) 423-7100  
Fax: (780) 423-72764  
File No: 551860-001-DCEB

#### NOTICE TO RESPONDENT

This application is made against you. You are the respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in court when the application is heard as shown below:

Date: April 9, 2014

Time: 10:00 AM

Where: Law Courts Building, Edmonton, Alberta

Before: Justice in Chambers

Go to the end of this document to see what else you can do and when you must do it.

**Relief claimed or sought:**

1. An order abridging the time for service of this application and supporting materials, and an order validating service of this application and any supporting materials to be good and sufficient, if necessary.
2. An order directing that the assets of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust ("Sawridge Trusts") be transferred from the current trustees of the trusts being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle and Clara Midbo ("the current trustees") to the new trustees being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, Clara Midbo and Everett Justin Twin ("new trustees").
3. An order directing that the administrator of the trusts to be at liberty to take any and all steps necessary and to execute any and all documents necessary to transfer the assets from the current trustees to the new trustees.
4. Costs of this application payable on a solicitor and client basis by a trustee who required the application be made or payable by the Sawridge Trusts.
5. Such further and other relief as this Honourable Court deems just and appropriate.

**Grounds for making this application:**

6. Walter Felix Twin, one of the trustees of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust, resigned.
7. The Sawridge Band Inter Vivos Settlement requires that there be five trustees of the trust.
8. The selection of the new trustee may be done by majority vote. Everett Justin Twin was selected as a new trustee of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust.
9. As the assets in the trust are held jointly by the trustees, it is necessary for the current trustees to transfer the assets of the trusts to the new trustees as a group.
10. The current trustees, with the exception of Catherine Twinn, have signed the necessary documents to effect a transfer of the respective trust assets from the current trustees to the new trustees.

11. Catherine Twinn has refused or neglected to sign the necessary documents to effect the transfer of assets.
12. It is necessary that the assets be transferred and it appears that it is impossible to proceed without the assistance of the Court.
13. The applicant will rely on such further and other grounds as counsel may advise and that this Honourable Court may permit.

**Material or evidence to be relied upon:**

14. Affidavit of Paul Bujold, filed.
15. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

16. Alberta Rules of Court.
17. Such further and other rules as counsel may advise and this Honorable Court may permit.

**Applicable acts and regulations:**

18. Trustee Act, RSA 2000, c. T-8, and regulations and amendments thereto.
19. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

**How the application is proposed to be heard or considered:**

20. In person, with all parties presents.

**Warning**

If you cannot come to court either in person or by your lawyer, the court may give the applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicants a reasonable time before the application is heard or considered.

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Clerk's stamp:



COURT FILE NUMBER

1403 04885

COURT OF QUEEN'S BENCH OF ALBERTA

EDMONTON

JUDICIAL CENTRE

IN THE MATTER OF THE TRUSTEE ACT,

R.S.A. 2000, c. T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE BAND  
INTER VIVOS SETTLEMENT and THE  
SAWRIDGE TRUST ("Sawridge Trusts")

APPLICANTS

ROLAND TWINN,  
WALTER FELIX TWIN,  
BERTHA L'HIRONDELLE, and  
CLARA MIDBO,  
EVERETT JUSTIN TWIN, as Trustees for the  
Sawridge Trusts

RESPONDENT

CATHERINE TWINN

DOCUMENT

**AFFIDAVIT OF PAUL BUJOLD**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Dentons Canada LLP  
2900 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3V5

Attention: Doris C.E. Bonora  
Telephone: (780) 423-7100  
Fax: (780) 423-72764  
File No: 551860-001-DCEB

**AFFIDAVIT OF PAUL BUJOLD**

Sworn on the 5 day of March, 2014

I, Paul Bujold, of Edmonton, Alberta make oath and say that:

1. I am the Chief Executive Officer of the Sawridge Trusts, which trusts consist of the Sawridge Band Intervivos Settlement created in 1985 (hereinafter referred to as the "1985 Trust") and the Sawridge Band Trust created in 1986 (hereinafter referred to as the "1986 Trust"), and as such have personal knowledge of the matters hereinafter deposed to unless stated to be based upon

information and belief, in which case I verily believe the same to be true. The Deed of the 1985 Trust and 1986 Trust is attached hereto as Exhibit "A" to this my affidavit. The 1985 Trust and 1986 Trusts are hereinafter referred to as the "Sawridge Trusts".

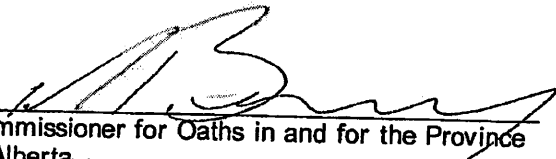
2. I make this affidavit in support of an application for the advice and direction of the Court respecting the transfer of the assets held in trust in the Sawridge Trusts.
3. Prior to January 21, 2014 there were five trustees of the Sawridge Trusts: Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn and Walter Felix Twin (hereinafter referred to as the "Trustees").
4. On January 21, 2014, the resignation of Walter Felix Twin was accepted by the Trustees by majority vote. Catherine Twinn, Roland Twinn, Bertha L'Hirondelle and Clara Midbo ("Continuing Trustees") were to continue as trustees for the Sawridge Trusts.
5. On January 21, 2014, by majority vote, the Trustees voted to appoint a new Trustee being Everett Justin Twin. The 1985 Trust requires that there be a minimum number of 5 trustees.
6. On January 21, 2014 the Trustees including the new Trustee, Everett Justin Twin, were asked to sign a Deed of Resignation and Appointment of Trustees for each of the Sawridge Trusts. The Deed of Resignation and Appointment of Trustees for each of the Sawridge Trusts is attached hereto as Exhibit "B".
7. As part of the process for the appointment of the new trustee it is necessary to transfer the assets from the group of Continuing Trustees to the group of Continuing Trustees and the new Trustee. The Deed of Resignation and Appointment of Trustees contains a transfer and assignment of trust assets.
8. One of the Trustees, Catherine Twinn, did not approve nor oppose the appointment of the new trustee and has not signed the Deed of Resignation and Appointment of Trustee. All of the other trustees signed the Deed of Resignation and Appointment of Trustee.
9. At a meeting of the Sawridge Trustees held February 25, 2014, Catherine Twinn was asked by the chair of the Sawridge Trustees, Brian Heidecker, if she was prepared to sign the Deed for the Appointment and Resignation of a Trustee. Catherine Twinn stated that she was not ready to sign the Deed of Appointment and Resignation as she had been on vacation and wanted to meet with the new Trustee alone. The Deeds have been available for review by the Trustees since early January.



10. In order to transfer the assets of the Sawridge trusts, it is necessary for the Trustees as legal owners of the trust assets to transfer legal ownership of the trust assets to the Continuing Trustees and the new trustee. Thus, while the new trustee is appointed properly by majority vote, the trust assets cannot be transferred to him because Catherine Twinn will not sign the Deed of Resignation and Appointment of Trustee.
11. At the February 25, 2014 Sawridge Trustee meeting, the trustees voted to take the appropriate steps to affect the appointment of Everett Justin Twin as a trustee and to transfer the assets from the continuing and former trustees to the continuing trustees and new trustee.
12. We must seek the Court's assistance to transfer legal ownership of the assets of the Sawridge Trusts to the Continuing Trustees and new trustee.

SWORN OR AFFIRMED BY THE DEPONENT BEFORE A COMMISSIONER FOR OATHS AT EDMONTON ALBERTA ON March 5, 2014.

  
\_\_\_\_\_  
**PAUL BUJOLD**

  
\_\_\_\_\_  
Commissioner for Oaths in and for the Province  
of Alberta

**MICHAEL ALEC BENNING**  
**Commission Expires Oct. 19, 2015**

\_\_\_\_\_  
Appointment Expiry Date

This is Exhibit "A" referred to in the  
Affidavit of

PAUL BUSOLD  
Sworn before me this 5 day  
of March, A.D., 2014

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

MICHAEL ALEC BENNING  
Commission Expires Oct. 19, 2015

SAWRIDGE BAND INTER VIVOS SETTLEMENT

DECLARATION OF TRUST

THIS DEED OF SETTLEMENT is made in duplicate the 15<sup>th</sup>  
day of April, 1985

B E T W E E N :

CHIEF WALTER PATRICK TWINN,  
of the Sawridge Indian Band,  
No. 19, Slave Lake, Alberta,  
(hereinafter called the "Settlor"),

OF THE FIRST PART,

- and -

CHIEF WALTER PATRICK TWINN,  
GEORGE V. TWIN and SAMUEL G. TWIN,  
of the Sawridge Indian Band,  
No. 19, Slave Lake, Alberta,  
(hereinafter collectively called  
the "Trustees"),

OF THE SECOND PART.

WHEREAS the Settlor desires to create an inter vivos settlement for the benefit of the individuals who at the date of the execution of this Deed are members of the Sawridge Indian Band No. 19 within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, as such provisions existed on the 15th day of April, 1982, and the future members of such band within the meaning of the said provisions as such provisions existed on the 15th day

- 2 -

of April, 1952 and for that purpose has transferred to the Trustees the property described in the Schedule hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.
2. In this Settlement, the following terms shall be interpreted in accordance with the following rules:

(a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band No. 19 pursuant to the provisions of the Indian Act R.S.C. 1970, Chapter I-6 as such provisions existed on the 15th day of April, 1982 and, in the event that such provisions are amended after the date of the execution of this Deed all persons who at such particular time

- 3 -

would qualify for membership of the Sawridge Indian Band No. 19 pursuant to the said provisions as such provisions existed on the 15th day of April, 1982 and, for greater certainty, no persons who would not qualify as members of the Sawridge Indian Band No. 19 pursuant to the said provisions, as such provisions existed on the 15th day of April, 1982, shall be regarded as "Beneficiaries" for the purpose of this Settlement whether or not such persons become or are at any time considered to be members of the Sawridge Indian Band No. 19 for all or any other purposes by virtue of amendments to the Indian Act R.S.C. 1970, Chapter I-6 that may come into force at any time after the date of the execution of this Deed or by virtue of any other legislation enacted by the Parliament of Canada or by any province or by virtue of any regulation, Order in Council, treaty or executive act of the Government of Canada or any province or by any other means whatsoever; provided, for greater certainty, that any person who shall become enfranchised, become a member of another Indian band or in any manner voluntarily cease to be a member of the Sawridge Indian Band

- 4 -

No 19 under the Indian Act R.S.C. 1970, Chapter I-6, as amended from time to time, or any consolidation thereof or successor legislation thereto shall thereupon cease to be a Beneficiary for all purposes of this Settlement; and

(b) "Trust Fund" shall mean:

- (A) the property described in the Schedule hereto and any accumulated income thereon;
- (B) any further, substituted or additional property and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement;
- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Settlement; and
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted.

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Settlement.
4. The name of the Trust Fund shall be "The Sawridge Band Inter Vivos Settlement", and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.
5. Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee shall be vested in the continuing Trustees or Trustee of this Settlement and such

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power shall be exercised so that at all times (except for the period pending any such appointment, including the period pending the appointment of two (2) additional Trustees after the execution of this Deed) there shall be at least five (5) Trustees of this Settlement and so that no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there is more than one (1) Trustee who is not then a Beneficiary.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the end of twenty-one (21) years after the death of the last survivor of all persons who were alive on the 15th day of April, 1982 and who, being at that time registered Indians, were descendants of the original signators of Treaty Number 8, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then living.

Provided, however, that the Trustees shall be specifically entitled not to grant any benefit during the duration of the Trust or at the end thereof to any illegitimate children of Indian women, even though that child or those children may be registered under the Indian Act and their status may not have been protested under section 12(2) thereunder.

The Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.

7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for Trustees' investments by the Trustees' Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment nor to accumulate the income of the Trust Fund, and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Savings Bank Act applies.



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8. The Trustees are authorized and empowered to do all acts necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Settlement for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner to any extent detracting from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and
- (c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with the Trust shall be paid from the Trust Fund,

including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of the Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provisions of this Settlement may be amended from time to time by a resolution of the Trustees that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years provided that no such amendment shall be valid or effective to the extent that it changes or alters in any manner, or to any extent, the definition of "Beneficiaries" under subparagraph 2(a) of this Settlement or changes or alters in any manner, or to any extent, the beneficial ownership of the Trust Fund, or any part of the Trust Fund, by the Beneficiaries as so defined.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such

act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and subject to this clause.

13. Subject to paragraph 11 of this Deed, a majority of fifty percent (50%) of the Trustees shall be required for any decision or action taken on behalf of the Trust.

Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Settlement shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

14. This Settlement shall be governed by, and shall be construed in accordance with the laws of the Province of

Alberta.

IN WITNESS WHEREOF the parties hereto have  
executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Bruce G Thom  
NAME

Box 326, Slave Lake, Alta  
ADDRESS

A. Settlor

Albert 2

Bruce G Thom  
NAME

Box 326, Slave Lake, Alta  
ADDRESS

B. Trustees:

1. Albert 2

Bruce G Thom  
NAME

Box 326, Slave Lake, Alta  
ADDRESS

2. G/K

Bruce G Thom  
NAME

Box 326, Slave Lake, Alta  
ADDRESS

3. Sam 2Schedule

One Hundred Dollars (\$100.00) in Canadian Currency.

THE SAWRIDGE TRUST

DECLARATION OF TRUST

THIS TRUST DEED made in duplicate as of the 15th day of August, A.D. 1986.

BETWEEN:

CHIEF WALTER P. TWINN,  
of the Sawridge Indian Band, No. 19, Slave Lake, Alberta  
(hereinafter called the "Settlor")

OF THE FIRST PART,

- and -

CHIEF WALTER P. TWINN, CATHERINE TWINN and GEORGE TWIN,  
(hereinafter collectively called the "Trustees")

OF THE SECOND PART,

WHEREAS the Settlor desires to create an inter vivos trust for the benefit of the members of the Sawridge Indian Band, a band within the meaning of the provisions of the Indian Act R.S.C. 1970, Chapter I-6, and for that purpose has transferred to the Trustees the property described in the Schedule attached hereto;

AND WHEREAS the parties desire to declare the trusts, terms and provisions on which the Trustees have agreed to hold and administer the said property and all other properties that may be acquired by the Trustees hereafter for the purposes of the settlement;

NOW THEREFORE THIS DEED WITNESSETH THAT in consideration of the respective covenants and agreements herein contained, it is hereby covenanted and agreed by and between the parties as follows:

1. The Settlor and Trustees hereby establish a trust fund, which the Trustees shall administer in accordance with the terms of this Deed.

2. In this Deed, the following terms shall be interpreted in accordance with the following rules:

- (a) "Beneficiaries" at any particular time shall mean all persons who at that time qualify as members of the Sawridge Indian Band under the laws of Canada in force from time to time including, without restricting the generality of the foregoing, the membership rules and customary laws of the Sawridge Indian Band as the same may exist from time to time to the extent that such membership rules and customary laws are incorporated into, or recognized by, the laws of Canada;
- (b) "Trust Fund" shall mean:
  - (A) the property described in the Schedule attached hereto and any accumulated income thereon;
  - (B) any further, substituted or additional property, including any property, beneficial interests or rights referred to in paragraph 3 of this Deed and any accumulated income thereon which the Settlor or any other person or persons may donate, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed;

- (C) any other property acquired by the Trustees pursuant to, and in accordance with, the provisions of this Deed;
- (D) the property and accumulated income thereon (if any) for the time being and from time to time into which any of the aforesaid properties and accumulated income thereon may be converted; and
- (E) "Trust" means the trust relationship established between the Trustees and the Beneficiaries pursuant to the provisions of this Deed.

3. The Trustees shall hold the Trust Fund in trust and shall deal with it in accordance with the terms and conditions of this Deed. No part of the Trust Fund shall be used for or diverted to purposes other than those purposes set out herein. The Trustees may accept and hold as part of the Trust Fund any property of any kind or nature whatsoever that the Settlor or any other person or persons may donate, sell, lease or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or otherwise acquired by, the Trustees for the purposes of this Deed.

4. The name of the Trust Fund shall be "The Sawridge Trust" and the meetings of the Trustees shall take place at the Sawridge Band Administration Office located on the Sawridge Band Reserve.

5. The Trustees who are the original signatories hereto, shall in their discretion and at such time as they determine, appoint additional Trustees to act hereunder. Any Trustee may at any time resign from the office of Trustee of this Trust on giving not less than thirty (30) days notice addressed to the

other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee and the power of appointing additional Trustees to increase the number of Trustees to any number allowed by law shall be vested in the continuing Trustees or Trustee of this Trust and such power shall be exercised so that at all times (except for the period pending any such appointment) there shall be a minimum of Three (3) Trustees of this Trust and a maximum of Seven (7) Trustees of this Trust and no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there are more than Two (2) Trustees who are not then Beneficiaries.

6. The Trustees shall hold the Trust Fund for the benefit of the Beneficiaries; provided, however, that at the expiration of twenty-one (21) years after the death of the last survivor of the beneficiaries alive at the date of the execution of this Deed, all of the Trust Fund then remaining in the hands of the Trustees shall be divided equally among the Beneficiaries then alive.

During the existence of this Trust, the Trustees shall have complete and unfettered discretion to pay or apply all or so much of the net income of the Trust Fund, if any, or to accumulate the same or any portion thereof, and all or so much of the capital of the Trust Fund as they in their unfettered discretion from time to time deem appropriate for any one or more of the Beneficiaries; and the Trustees may make such payments at such time, and from time to time, and in such manner and in such proportions as the Trustees in their uncontrolled discretion deem appropriate.



7. The Trustees may invest and reinvest all or any part of the Trust Fund in any investments authorized for trustees' investments by the Trustee's Act, being Chapter T-10 of the Revised Statutes of Alberta, 1980, as amended from time to time, but the Trustees are not restricted to such Trustee Investments but may invest in any investment which they in their uncontrolled discretion think fit, and are further not bound to make any investment and may instead, if they in their uncontrolled discretion from time to time deem it appropriate, and for such period or periods of time as they see fit, keep the Trust Fund or any part of it deposited in a bank to which the Bank Act (Canada) or the Quebec Saving Bank Act applies.

8. The Trustees are authorized and empowered to do all acts that are not prohibited under any applicable laws of Canada or of any other jurisdiction and that are necessary or, in the opinion of the Trustees, desirable for the purpose of administering this Trust for the benefit of the Beneficiaries including any act that any of the Trustees might lawfully do when dealing with his own property, other than any such act committed in bad faith or in gross negligence, and including, without in any manner or to any extent detracted from the generality of the foregoing, the power

- (a) to exercise all voting and other rights in respect of any stocks, bonds, property or other investments of the Trust Fund;
- (b) to sell or otherwise dispose of any property held by them in the Trust Fund and to acquire other property in substitution therefor; and

(c) to employ professional advisors and agents and to retain and act upon the advice given by such professionals and to pay such professionals such fees or other remuneration as the Trustees in their uncontrolled discretion from time to time deem appropriate (and this provision shall apply to the payment of professional fees to any Trustee who renders professional services to the Trustees).

9. Administration costs and expenses of or in connection with this Trust shall be paid from the Trust Fund, including, without limiting the generality of the foregoing, reasonable reimbursement to the Trustees or any of them for costs (and reasonable fees for their services as Trustees) incurred in the administration of this Trust and for taxes of any nature whatsoever which may be levied or assessed by federal, provincial or other governmental authority upon or in respect of the income or capital of the Trust Fund.

10. The Trustees shall keep accounts in an acceptable manner of all receipts, disbursements, investments, and other transactions in the administration of the Trust.

11. The provision of this Deed may be amended from time to time by a resolution of the Trustees that received the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years and, for greater certainty, any such amendment may provide for a commingling of the assets, and a consolidation of the administration, of this Trust with the assets and administration of any other trust established for the benefit of all or any of the Beneficiaries.

12. The Trustees shall not be liable for any act or omission done or made in the exercise of any power, authority or discretion given to them by this Deed provided such act or omission is done or made in good faith; nor shall they be liable to make good any loss or diminution in value of the Trust Fund not caused by their gross negligence or bad faith; and all persons claiming any beneficial interest in the Trust Fund shall be deemed to take notice of and shall be subject to this clause.

13. Any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claim whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision.

14. All documents and papers of every kind whatsoever, including without restricting the generality of the foregoing, cheques, notes, drafts, bills of exchange, assignments, stock transfer powers and other transfers, notices, declarations, directions, receipts, contracts, agreements, deeds, legal papers, forms and authorities required for the purpose of opening or operating any account with any bank, or other financial institution, stock broker or investment dealer and other instruments made or purported to be made by or on behalf of this Trust shall be signed and executed by any two (2) Trustees or by any person (including any of the Trustees) or persons designated for such purpose by a decision of the Trustees.

15. Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Trust shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

16. This Deed and the Trust created hereunder shall be governed by, and shall be construed in accordance with, the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED  
in the presence of:

NAME [Signature]  
ADDRESS #1-12723 Strong Road, 1/2 mi.

NAME [Signature]

ADDRESS [Signature]

NAME [Signature]

ADDRESS [Signature]

NAME [Signature]

ADDRESS [Signature]

A. Settlor [Signature]  
CHIEF WALTER P. TWINN

B. Trustees:

1. [Signature]  
CHIEF WALTER P. TWINN

2. Catherine M Twinn  
CATHERINE TWINN

3. [Signature]  
GEORGE TWINN

SCHEDULE

One Hundred Dollars (\$100.00) in Canadian Currency.

This is Exhibit "B" referred to in the  
Affidavit of

PAUL BUTOLD

Sworn before me this 5 day  
of March A.D., 20

Notary Public - A Commissioner for Oaths  
in and for the Province of Ontario  
MICHAEL ALLEN BERNING  
Commission Expires Oct. 19, 2015

**DEED OF RESIGNATION AND APPOINTMENT OF TRUSTEES - THE SAWRIDGE TRUST**

THIS DEED is made the 21<sup>st</sup> day of January, 2014.

**WHEREAS:**

- (A) Walter Felix Twin (the "Retiring Trustee"), along with Catherine Twinn, Roland Twinn, Clara Midbo and Bertha L'Hirondelle (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as the Sawridge Trust dated August 15, 1986 (the "Trust");
- (B) The Retiring Trustee desires to resign as trustee of the Trust and for such purpose has given notice in writing of his resignation to take effect the 21<sup>st</sup> day of January, 2014;
- (C) The Trust Deed creating the Trust dated the 15th day of April, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees wish to appoint Everett Justin Twin (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust;
- (E) The New Trustee desires to accept his appointment as a trustee of the Trust;

**NOW THEREFORE THIS DEED WITNESSETH** that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

**1. RESIGNATION/APPOINTMENT**

The Continuing Trustees hereby accept the resignation of the Retiring Trustee as trustee of the Trust and the Continuing Trustees hereby appoint the New Trustee as a trustee of the Trust in the place of the Retiring Trustee.

**2. TRANSFER OF TRUST ASSETS**

The Retiring Trustee and the Continuing Trustees transfers, assigns, conveys and delivers to the Continuing Trustees and to the New Trustee, as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation,

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust;
- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered;

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the New Trustee, the Retiring Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the New Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

3. **RIGHTS AND POWERS**

The Continuing Trustees and the New Trustee shall succeed to all title of the trustees to the Trust estate and to all rights, powers, duties, discretions, obligations and immunities of the trustees of the Trust under the provisions of the Deed, as though the Continuing Trustees and the New Trustee were originally named as trustees in the Deed.

4. **ACCEPTANCE**

The New Trustee accepts his/her appointment as a replacement trustee of the Trust, and agrees to be bound by and perform in accordance with its terms, the trustee's obligations pursuant to the terms of the Trust.

5. **LIABILITIES AND INDEMNITY**

Notwithstanding any provision in this document to the contrary:

- a. The New Trustee does not assume, and is not responsible or liable for, and the Retiring Trustee and the Continuing Trustee agree to indemnify and save harmless the New Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Retiring Trustee and/or the Continuing Trustee occurring or arising before the date of this Deed; and
- b. The Retiring Trustee is not responsible or liable for, and the Continuing Trustees and the New Trustee agrees to indemnify and save harmless the Retiring Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees and the New Trustee occurring or arising on, prior to or after the date of this Deed.

6. **REPRESENTATIONS OF RETIRING TRUSTEE AND THE CONTINUING TRUSTEES**

The Retiring Trustee and the Continuing Trustees hereby represent to the New Trustee that:

- (a) the assets held in the Trust as at the date hereof consist of those assets set out in Schedule A attached hereto; and
- (b) the liabilities of the Trust as at the date hereof consist of those liabilities set out in Schedule B attached hereto.

7. **GOVERNING LAW**

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

8. **NOTICES**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party:

(a) if to the Retiring Trustees at:

Box 534  
Slave Lake, Alberta T0G 2A0

(b) if to the Continuing Trustees at:

c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta, T5N 1R2

(c) if to the New Trustee:

c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta, T5N 1R2

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the tenth day next following the date of its mailing unless at the time of mailing or within ten days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the business day next following the day it was delivered.

9. **COUNTERPARTS**

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

10. **SUCCESSORS AND ASSIGNS**

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this Deed as of the day and year first above written.

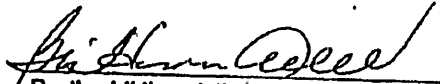
Walter F. Twin  
Walter Felix Twin,  
In his capacity as Retiring Trustee

Catherine Twinn, In her capacity as Continuing Trustee of the Trust

Roland Twinn  
Roland Twinn  
In his capacity as Continuing Trustee of the Trust

Clara Midbo  
Clara Midbo  
In her capacity as Continuing Trustee of the Trust





Bertha L'Hirondelle,  
in her capacity as Continuing Trustee of the Trust



Everett Justin Twin,  
in his capacity as New Trustee of the Trust

**Schedule A  
to the Deed of Appointment of Trustees of the  
Sawridge Trust**

**Assets of the Sawridge Trust**

All shares of 1649183 Alberta Ltd.

**Schedule B**  
**to the Deed of Appointment of Trustees of the**  
**Sawridge Trust**

**Liabilities of the Sawridge Trust**

1. NIL

**DEED OF RESIGNATION AND APPOINTMENT OF TRUSTEES – SAWRIDGE BAND INTER VIVOS SETTLEMENT**

**THIS DEED is made the 21<sup>st</sup> day of January, 2014.**

**WHEREAS:**

- (A) Walter Felix Twin (the "Retiring Trustee"), along with Catherine Twinn, Roland Twinn, Clara Midbo and Bertha L'Hirondelle (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as Sawridge Band Inter Vivos Settlement Dated April 15, 1985 (the "Trust");
- (B) The Retiring Trustee desires to resign as trustee of the Trust and for such purpose has given notice in writing of his resignation to take effect the 21<sup>st</sup> day of January, 2014;
- (C) The Trust Deed creating the Trust dated the 15th day of April, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees wish to appoint Everett Justin Twin (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust;
- (E) The New Trustee desires to accept his appointment as a trustee of the Trust;

**NOW THEREFORE THIS DEED WITNESSETH** that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

**1. RESIGNATION/APPOINTMENT**

The Continuing Trustees hereby accept the resignation of the Retiring Trustee as trustee of the Trust and the Continuing Trustees hereby appoint the New Trustee as a trustee of the Trust in the place of the Retiring Trustee.

**2. TRANSFER OF TRUST ASSETS**

The Retiring Trustee and the Continuing Trustees transfers, assigns, conveys and delivers to the Continuing Trustees and to the New Trustee, as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation,

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, Intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust;

- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered;

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the New Trustee, the Retiring Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the New Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

3. **RIGHTS AND POWERS**

The Continuing Trustees and the New Trustee shall succeed to all title of the trustees to the Trust estate and to all rights, powers, duties, discretions, obligations and immunities of the trustees of the Trust under the provisions of the Deed, as though the Continuing Trustees and the New Trustee were originally named as trustees in the Deed.

4. **ACCEPTANCE**

The New Trustee accepts his/her appointment as a replacement trustee of the Trust, and agrees to be bound by and perform in accordance with its terms, the trustee's obligations pursuant to the terms of the Trust.

5. **LIABILITIES AND INDEMNITY**

Notwithstanding any provision in this document to the contrary:

- a. The New Trustee does not assume, and is not responsible or liable for, and the Retiring Trustee and the Continuing Trustee agree to indemnify and save harmless the New Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Retiring Trustee and/or the Continuing Trustee occurring or arising before the date of this Deed; and
- b. The Retiring Trustee is not responsible or liable for, and the Continuing Trustees and the New Trustee agrees to indemnify and save harmless the Retiring Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees and the New Trustee occurring or arising on, prior to or after the date of this Deed.

6. **REPRESENTATIONS OF RETIRING TRUSTEE AND THE CONTINUING TRUSTEES**

The Retiring Trustee and the Continuing Trustees hereby represent to the New Trustee that:

- (a) the assets held in the Trust as at the date hereof consist of those assets set out in Schedule A attached hereto; and
- (b) the liabilities of the Trust as at the date hereof consist of those liabilities set out in Schedule B attached hereto.

7. **GOVERNING LAW**

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

8. **NOTICES**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party:

(a) If to the Retiring Trustees at:

Box 534  
Slave Lake, Alberta T0G 2A0

(b) If to the Continuing Trustees at:

c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta T5N 1R2

(c) if to the New Trustee:

c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta T5N 1R2

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the tenth day next following the date of its mailing unless at the time of mailing or within ten days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the business day next following the day it was delivered.

9. **COUNTERPARTS**

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

10. **SUCCESSORS AND ASSIGNS**

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

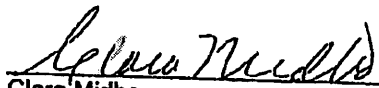
IN WITNESS WHEREOF the parties have duly executed this Deed as of the day and year first above written.

Walter F. Twinn

Walter Felix Twinn,  
in his capacity as Retiring Trustee

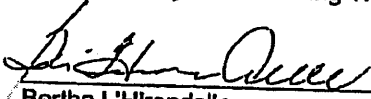
\_\_\_\_\_  
Catherine Twinn, in her capacity as Continuing Trustee of the Trust

\_\_\_\_\_  
Roland Twinn  
in his capacity as Continuing Trustee of the Trust




Clara Midbo

In her capacity as Continuing Trustee of the Trust



Bertha L'Hirondelle,

In her capacity as Continuing Trustee of the Trust



Everett Justin Twin,

In his capacity as New Trustee of the Trust

**Schedule A**  
**to the Deed of Appointment of Trustees of the**  
**Sawridge Band Inter Vivos Settlement**

**Assets of the Sawridge Band Inter Vivos Settlement**  
**Trust**

All shares in Sawridge Holding Ltd.



**Schedule B**  
**to the Deed of Appointment of Trustees of the**  
**Sawridge Band Inter Vivos Settlement**

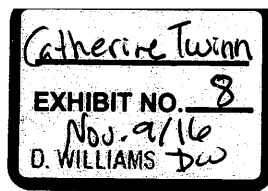
**Liabilities of the Sawridge Band Inter Vivos**  
**Settlement Trust**

1. NIL

○

○

○



COURT FILE NUMBER

COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE

Clerk's stamp:

1403 04885

EDMONTON



IN THE MATTER OF THE TRUSSELL ACT,  
R.S.A. 2000, c. T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE  
BAND INTER VIVOS SETTLEMENT and  
THE SAWRIDGE TRUST  
("Sawridge Trusts")

APPLICANT'S

ROLAND TWINN,  
EVERETT JUSTIN TWIN  
WALTER FELIX TWIN,  
BERTHA L'HIRONDELLE, and  
CLARA MIDBO, as Trustees for the  
Sawridge Trusts

RESPONDENT

CATHERINE TWINN

DOCUMENT

**ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Attention: Doris Bonora  
Dentons Canada LLP  
2900 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3V8

Telephone: (780) 423-7188  
Fax: (780) 423-7276  
File No: 551860-1-DCEB

**Date on which Order Pronounced: May 16, 2014**

**Location of hearing or trial: Edmonton, Alberta**

**Name of Justice who made this Order: K. G. Nielsen**

UPON the application of the Trustees of the Sawridge Trusts; AND UPON being advised that direction was required to transfer the joint assets of the Sawridge Trusts; AND UPON being referred to the contents of the affidavits of Paul Bujold and Brian Heidecker AND UPON

hearing counsel for the Trustees of the Sawridge Trusts and counsel for Catherine Twinn, IT IS  
HEREBY ORDERED AND DECLARED as follows:

1. The assets of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust ("Sawridge Trusts") shall be transferred from the five previous trustees of the Sawridge Trusts being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, Walter Felix Twin and Clara Midbo ("the previous trustees") to the new trustees being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, Clara Midbo and Everett Justin Twin ("new trustees").
2. The administrator of the trusts, Paul Bujold, shall take any and all steps necessary and shall execute any and all documents necessary to transfer the assets from the previous trustees to the new trustees.
3. This order is made without prejudice to the right of Catherine Twinn to pursue an action to determine the eligibility of Everett Justin Twin to be appointed as a trustee of the Sawridge Band Inter Vivos Settlement.

D. Yungwirth

For Mr. Justice K. G. Nielsen

APPROVED AS TO FORM BY:

McLENNAN ROSS LLP

Per:

Karen Platten  
Karen Platten  
Solicitors for Catherine Twinn

DENTONS CANADA LLP

Per:

Doris Benora  
Doris Benora  
Counsel for the Trustees

This is Exhibit "E" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

# **Trustee Meeting Minutes**

Sawridge Inn Edmonton South, Edmonton

21 January 2014

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn

**Regrets:** Walter Felix Twin

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

## **1. Opening and Prayer**

Brian called the meeting to order at 10:00 AM. The opening prayer was led by Roland.

## **2. Agenda**

Trustees reviewed the agenda for the meeting. A letter sent to all Trustees last night (January 20) from Catherine was added to the agenda as item 11a.

**2014-001 Moved by Clara, seconded by Bertha that the agenda be accepted as amended.**

**Carried, Unanimously.**

## **3. Trustee Resignation**

Walter Felix Twin submitted his resignation as a Trustee effective 16 December 2013. Trustees reviewed a memo from Paul outlining the next steps. Brian pointed out that the appointment of a non-beneficiary recommended in the memo was not an option since Bertha and Clara already make up the compliment of non-beneficiaries appointed as Trustees to the 1985 Trust. This leaves a very limited pool of possible candidates for appointment.

Roland proposed that the best option at this time would be to appoint Justin Twin as the replacement Trustee for the 1985 and 1986 Trusts. He is a beneficiary to both Trusts and also has experience on and off Reserve, is an entrepreneur and part owner of the Fountain Tire franchise in Slave Lake. Justin has indicated that he was willing to consider the appointment provided that there is a limit set on his term of service. Roland proposed that the term limit be set at three years.

Clara and Bertha agreed with Roland's suggestion. Catherine noted that obviously Bertha, Clara and Roland had given the matter a lot of thought. She stated that she hasn't had adequate opportunity to consider this matter and will have to give it some thought before choosing a replacement for Walter.

Brian pointed out that all Trustees had received notice in sufficient time to be able to come to the meeting prepared to make a selection and that the Trusts ability to continue ongoing business activities required that the Trustees make a selection soon.

Catherine asked if anything has been done to get Walter to extend the date of his resignation.

Paul said that he could not make this request of Walter without the direction of the Trustees.

Brian asked if Catherine was of the opinion that asking Walter for an extension was better than appointing Justin at this time.

## Trustee Minutes, 21 January 2014

Catherine stated that she is proposing that more time, care and due diligence be put in to the selection of a new Trustee rather than rushing into appointing an elected official of the Sawridge First Nation in contravention of what she feels Justice Thomas said in his (12 June 2012) decision. Catherine also feels that unanimous consent of all the Trustees is required in order to appoint a new Trustee. She feels that we should get a legal opinion on this.

Paul stated that he was not aware of anything in the Trust Deeds setting such a condition. Donovan Waters reviewed the Trust Deeds and trust law and did not come up with such a requirement.

Catherine said that she wants to discuss extending Walter's term and delaying Justin's appointment and also have an opportunity to discuss Justice Thomas' decision and obtaining legal opinions.

Brian stated that he was moving the meeting forward based on normal parliamentary procedure. Paul reviewed the Deed of resignation and Appointment of Trustees prepared by Doris Bonora based on advice from Donovan Waters.

Roland asked if all the Trustees had to sign the Deeds.

Paul said that, as he recalls, both David Ward and Donovan Waters have stated that all Trustees should sign resolutions passed by the majority, even if they were not in favour of the motion because Trustee actions are by majority vote. If all the Trustees do not sign, it does not invalidate the appointment or the resolution in question.

Catherine asked about #6 in Paul's memo regarding the need to have 5 Trustees in the 1985 Trust in order to carry out business. What expectation is there about signing the Deeds if they were accepted in principle?

Roland said that he feels the draft deeds should be attached to the minutes.

Paul reviewed the Deed to Limit the Term of a New Trustee.

Roland restated his view that the term limit should be three years subject to acceptance by Justin.

Catherine asked if the term limit could be applied to continuing Trustees.

Paul stated that his understanding is that continuing Trustees are not affected by the term limit being proposed for Justin. Trustees always have the ability to consent to accept a term limit.

Paul pointed out that the Code of Conduct was a binding contract between the existing Trustees and did not automatically apply to new Trustees unless they also signed on to the Code.

Roland stated that he felt that it would be appropriate to ask that Justin sign on to the Code but he pointed out that the Code is difficult and restrictive and difficult to enforce.

Catherine asked that a memo be sent to her outlining the taxability of the two Trusts, including principal repayments by the Companies to the Trusts.

**2014-002 Moved by Clara, seconded by Bertha that Everett Justin Twin be appointed as a Trustee for the 1985 Trust effective 21 January 2014 replacing Walter Felix Twin who has submitted his resignation as a Trustee effective 16 December 2013.**

**Carried, 3 in favour, Catherine opposed.**

- 2014-003** Moved by Clara, seconded by Bertha that Everett Justin Twin be appointed as a Trustee for the 1986 Trust effective 21 January 2014 replacing Walter Felix Twin who has submitted his resignation as a Trustee effective 16 December 2013.

Carried, 3 in favour, Catherine opposed.

- 2014-004** Moved by Roland, seconded by Bertha that Walter Felix Twin's resignation as a Trustee of the 1985 Trust and the 1986 Trust dated 16 December 2013 be accepted effective 21 January 2014 at 4:00 PM subject to Everett Justin Twin's acceptance of his appointment.

Carried, 3 in favour, Catherine opposed.

- 2014-005** Moved by Clara, seconded by Roland that the Deed of Resignation and Appointment of Trustees be accepted in principle as the instrument of transfer from the old trustees to the new trustees subject to the insertion of the name of the new appointee and the insertion of the list of assets being transferred to the new Trustees.

Carried, 3 in favour, Catherine opposed or abstaining because she needs time to make up her mind.

- 2014-006** Moved by Clara, seconded by Roland that the Deed to Limit Term of Appointment of New Trustee be accepted in principle subject to the insertion of the new trustee's name and subject to the insertion of a term of 3 years and subject to acceptance of the term of appointment by Everett Justin Twin.

Carried, 3 in favour, Catherine either abstaining or opposing. She needs time to make up her mind.

- 2014-007** Moved by Bertha, seconded by Roland that the new trustee be asked to indicate his adherence by signing on to the existing Code of Conduct contract between the current Trustees.

Carried, 3 in favour, Catherine either abstaining or opposing. She needs time to make up her mind.

#### **4. Financial Statements**

Trustees reviewed the financial statements for December 2013.

- 2014-008** Moved by Clara, seconded by Roland that the financial statements for December 2013 be accepted as presented.

Carried, Unanimously.

#### **5. Audit 2013**

Trustees reviewed the proposal for a full audit of the 2013 accounts from MNP. Brian and Paul had previously proposed that the Trustees undertake an accounts review every year but that every fifth year a full audit be undertaken to provide the beneficiaries with the financial information they require. Roland asked if the proposal included the 5% administrative fee and if 5% GST was included. Paul said that the proposed \$35,000 fee did not include these two charges.

- 2014-009** Moved by Clara, seconded by Roland that the MNP Audit Proposal be accepted with an additional 5% administrative fee and 5% GST.



**Carried, Unanimously.**

**6. Minutes**

Trustees first reviewed the 17 September 2013 minutes which were still outstanding.

Catherine stated that she would be providing the Trustees with a written statement to attach to the minutes.

Brian indicated that attaching an individual's statement to the minutes of a previous meeting was not in keeping with proper meeting process and he would place it as an agenda item at the next Trustees meeting.

Clara noted that in #4 "...an entry fee of \$1,200 expect for those under 18 years of age." Should read "...an entry fee of \$1,200 except for those under 18 years of age."

**2014-010 Moved by Clara, seconded by Bertha that the minutes for 17 September 2013 be accepted as amended.**

**Carried, 2 in favour, Catherine opposed, Roland abstaining because he was not at that meeting.**

Trustees then reviewed the 17 December 2013 minutes.

Roland proposed a new version of the second paragraph in #4.1 which should read:

"Roland stated that he was not interested in grandfathering any beneficiaries at this time because of the potential impacts this would have on the Sawridge First Nation's membership application process such as what had happened when the trusts advertised for potential beneficiaries of the trusts to come forward. The First Nation received a large number of applications for membership. He pointed out that, according to the Indian Act of 1970 (the definition used in the 1985 Trust) that anybody who was identified as the father of a child born from a non-married woman of Indian status at the time of birth was the determining factor of whether the child was a member of a band as opposed to the marital status of the parents after birth."

Catherine stated that she would be providing the Trustees with a written statement to attach to the minutes.

Brian indicated that attaching an individual's statement to the minutes of a previous meeting was not in keeping with proper meeting process and he would place it as an agenda item at the next Trustees meeting.

**2014-011 Moved by Roland, seconded by Clara that the minutes for 17 December 2013 be accepted as amended.**

**Carried, 3 in favour, Catherine opposed.**

**7. Action Items**

Paul reviewed the Action Items, pointing out those items which had been completed.

**8. Trust Administrators' Report**

Paul presented his report of activity since the last Trustee meeting.

Catherine asked Paul who gave him authority to work on the proposed Trustee Manual.

Brian pointed out that the Trusts Administrator's duties included preparing documents necessary for the operation of the Trusts for the Trustees' consideration. He also pointed

out that Trustees had discussed this item before and all had received copies of Donovan's video.

**9. Trust Administrators' and Chair's Evaluations**

Paul absented himself while the Trustees considered his 2013 performance evaluation.

Brian indicated that he had received performance appraisals from four Trustees and himself. Catherine stated that she would be providing the Trustees with a written statement regarding Paul's performance and would be included in her previous statements re the minutes to attach to the minutes.

Brian indicated that attaching an individual's statement to the minutes of a previous meeting was not in keeping with proper meeting process and he would place it as an agenda item at the next Trustees meeting.

**2014-012 Moved by Roland, seconded by Clara that Paul's 2013 performance evaluation be approved as presented by Brian.**

**Carried, 3 in favour, Catherine opposed.**

**2014-013 Moved by Clara, seconded by Roland to approve a salary increase of 3% for Paul effective 1 January 2014.**

**Carried, 3 in favour, Catherine opposed.**

**10. Scenarios Plan**

Brian asked the Trustees if they wished to continue working on developing a long-term plan for the Trusts.

Roland stated that the plan needs to be used regularly and not to become simply a 'vinyl trophy'.

Brian replied that the plan is a living document with milestones and that it can be a powerful tool. The Trusts could start using the plan when it is 75% complete.

Catherine asked what Brian sees today as critical issues facing the Trusts.

Brian stated that the Board of Trustees, the working culture of the Trustees, succession planning, guidance to the Companies on mid to long term investment policies, the Application for Advice and Direction and Catherine's outstanding claim accounts were all important issues facing the Trusts at this time.

Roland said that the plan addresses the next 10-14 years but also needs to address some short-term actions and medium-term tactical strategies. He feels that the plan needs to develop some short term plans and that it needs to be a 'Trustees document'. The Trustees need to spend some time at each meeting considering the plan and to have an annual meeting to revisit the plan and measure its key success indicators.

Brian reviewed the circumstances under which the Strategic Plan was originally contemplated, drafted and then worked upon by the Trustees. We had agreed to develop a longer term vision first which will enable us to work on the short and mid-term issues with renewed focus.

**1401-001 Trustees agreed that Brian should proceed with development of the Strategic Plan and allocate time at future Trustee meetings.**

**11. Resumption of the Application for Advice and Direction**

## **Trustee Minutes, 21 January 2014**

Paul reported that he and Brian have met the legal team to pass on the Trustees instructions from the last meeting and to get the Application for Advice and Direction restarted.

Catherine asked under what authority did Paul and Brian instruct the lawyers to negotiate grandfathering since this proposal was rejected at the last meeting.

Paul pointed out that the Trustees had approved the proposal at the 17 December 2013 meeting.

Catherine stated that when she left the meeting, the proposal had been rejected.

Brian pointed out that the proposal had simply been set aside until later in the meeting because the Trustees did not seem to want to discuss the pertinent details of the proposals at that time. The Trustees considered the minutes and then completed the balance of items listed on the agenda including the set aside item. He stated that Catherine could not expect to control the agenda simply by walking out of a meeting. He asked if she wanted to move to bring the matter back for re-consideration.

Catherine stated that she felt that it was improper to deal with this item after she left and wants this noted in the minutes.

Brian said that by the next meeting we should be able to report on the progress of negotiations with the representative of the Office of the Public Trustee.

### **12. Catherine Twinn's Letter to Trustees re Trustee Duties**

Brian asked how many of the Trustees have had the opportunity to read Catherine's letter of 20 January 2014.

Brian stated that the letter contained issues that were too complex to deal with on such short notice at this meeting. He said that the discussions with and opinions obtained from the legal team regarding the issue of the perceived conflict of interest and the opinions of everyone else familiar with the file differed from Catherine's interpretation. Brian said that circulating the letter to such a broad range of recipients both inside and outside the Trusts is beyond the pale and is very problematic. He recommended that the Trustees review their Code of Conduct. He pointed out that the Trustees, staff and legal team did, in fact, consider Catherine's views but that they simply did not agree with those views. It was not a matter of not listening. He said that the item would be placed on the agenda for the next Trustee meeting and that there should be very serious reflection by all of the Trustees in preparation for that meeting.

### **13. Company Update**

Brian reported that the Companies have closed off their financial records for and are in the process of completing their audit of the 2013 year end. It was a very good year and all results were according to plan. The Companies are concerned about the amount of taxes that they will have to pay in the future. Brian also reported that he and Paul would be meeting with Ralph and John regarding a number of issues including the AGM, taxation and a possible presentation by Mike Percy similar to last year's presentation at the AGM.

### **14. Next Meeting**

The meeting scheduled for 18 February 2014 has been moved to 25 February 2014 at Catherine's request.

Brian adjourned the meeting at 4:00 PM. Roland said a closing prayer.

**Trustee Minutes, 21 January 2014**

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Brian Heidecker, Chair

**Memorandum on the Sawridge Trusts of 1985 and 1986: resignation of a trustee, and the appointment of a replacement trustee**

Dated January 4, 2014

There are five Trustees of the Sawridge Band Inter Vivos Trust, created on 15<sup>th</sup> April, 1985, and also of The Sawridge Trust, created on 15<sup>th</sup> August, 1986, in each case by Declaration of Trust. These two trusts are referred to as "the Sawridge Trusts". As of the present date there are five persons who are the appointed Trustees of each Trust. One of the five is Walter Felix Twin. This Trustee ("Walter Felix") has now written to Paul Bujold, Trusts Administrator, a letter tendering his resignation from his position as Trustee.

**Resignation of a Trustee**

Notice of an intention to resign can take any form, but all the co-Trustees must be aware of the notice before it can take effect. Notice to Mr. Bujold would be construed as notice to the co-Trustees. The remaining Trustees cannot decline to accept the resignation, unless there is cause in connection with Walter Felix's outstanding breach or breaches of trust. The 'unless' clause not being relevant in the present circumstances, and the 30 days notice required by clause 5 of each Trust instrument being met on January 21, the remaining Trustees can accept the resignation as of that date. The resignation will then be effective as of January 21, 2014. The resignation and its operative date are not required in Alberta to be by deed (see the Trustee Act, R.S.A. 2000, c. T-8, s. 17(2), which uses the word, "instrument"), but in my view it is preferable to have a deed between the resigning trustee and the remaining trustees.

Walter Felix is entitled to remuneration as Trustee until January 21, 2014. He is also entitled as of that date to be indemnified for any expenses he has properly incurred as a Trustee prior to that date. While he is a trustee, he has lien rights against the funds of the Trusts for unpaid remuneration, and expenses not reimbursed, as of that same date. Prior to its acceptance, he is entitled to retract his tendered resignation so as to retain this lien if he has not been appropriately paid and reimbursed to January 21, 2014. If there is no disagreement on these matters, the deed of resignation referred to above can usefully record as between the outgoing trustee and the continuing trustees that payment and reimbursement have been made, and accepted by the resigning Trustee.

It is familiar for a resigning trustee to seek from the continuing trustees an indemnification from those continuing trustees for any liability of the then trustees that comes to light after the resignation but pertaining to the period prior to the resignation. A resigning trustee would otherwise continue to carry this potential liability into retirement. The clause in the deed of resignation would run something like this – "the continuing Trustees discharge [the resigning trustee] as a co-trustee from all liabilities, including actions, damages, claims, losses, costs and expenses of whatever nature arising with respect to, or as a direct or indirect result of, the administration of the" Trusts prior to the date of resignation.

However, in this instance under clause 12 of each Sawridge Trust the Trustees already benefit from a considerable degree of protection from liability. A Trustee is solely responsible for breaches of trust which are held to stem from the lack of good faith in that Trustee's acts or omissions, i.e., he was fraudulent, dishonest or otherwise intended to act wrongfully as he did. This type of clause may lead trustees continuing in office to say that the outgoing trustee does not need protection from his subsequently-found liability for negligence, of which he was previously unaware, and that that level of protection, given him by the Trust deeds, is all that he can reasonably ask from continuing trustees, who assume personally any liability that

the resigning trustee had. Alternatively, it may lead the outgoing trustee himself to say that he will not ask for an indemnification. Nonetheless, an outgoing trustee may wish to consider taking independent legal advice before taking this decision.

**Appointment of a replacement Trustee**

Under clause 5 of each Sawridge Trust the power of appointment of a replacement Trustee on a resignation occurring is vested in the continuing Trustees. The 1985 Trust requires a minimum number of five Trustees (the 1986 Trust a minimum of three Trustees), so on this occasion there must be a replacement Trustee. All the existing Trustees are also Trust beneficiaries, so the replacement Trustee can validly be a person who is not such a beneficiary.

I am not aware of the investment holdings currently held by the 1985 and 1986 Sawridge Trusts. So I will set out more fully the legal requirements as to vesting the trust assets in the new body of Trustees.

The point of law to be considered carefully in the appointment of a new trustee is that the appointors ensure that the trust property, whether items of realty or personalty, is effectively vested in the new trustee body, i.e., the continuing trustees, A, B, C and D, plus the replacement trustee, E. Unless there is a proper vesting of title in the trust property, the continuing trustees and the new trustee together cannot validly deal with the trust property or exercise the trustee powers. It used to be the case under the common law that each asset had individually to be transferred to the new trustee body, but for some time the provinces have been adopting the 1925 legislation in England whereby a "declaration" is made by the appointor(s) of the new trustee body that trust assets thereby vest in the new body.

In Alberta it is a matter of construction of the instrument of appointment as to whether the instrument of appointment contains adequate language that it transfers to the new body of trustees the legal title in each and all of the trust fund assets. In the Trustee Act, R.S.A. 2000, c. T-8, s. 17(1), it is provided for such a transfer that the "declaration" of vesting of trust property must employ such inclusive language as "any estate or interest" in "any land" or "chattel that is subject to the trust", and any receivable "debt or other chose in action".

One function of this declaration is to authorize changes of registration to be made in the provincial records maintained under the Land Titles Act, R.S.A. 2000, c. L-4.

It should also be noted that, if the resignation and the appointment of a new trustee are to be made in the same instrument (preferably a deed, as previously noted), the declaration would be made in this instrument. See Trustee Act, R.S.A. 2000, c. T-8, s. 17(2).

However, and this too must be noted, the section 17 vesting declaration does not apply to vest certain assets. Not included is "any share, stock, annuity, or property only transferable in books kept by a company", or other body in compliance with Alberta legislation. See s. 17(3). This is because shares are commonly registered in the names of legal persons, but not as trustees. If they held as 'trustees', the declaration might be enough. The Sawridge Trusts own shares in privately-held corporations, and the change of registration of these shares into the names of the new Trustees, as a group, must therefore specifically be made in the corporate books.

Also excepted from a section 17(2) declaration are mortgages of land held by trustees as part of the trust fund. Such mortgages are traditionally excepted because the deed of mortgage security will not reveal that the mortgagees are trustees advancing trust fund monies. Specific vesting of mortgages of land in the new trustee body is thus required. It is true that all land interests must be registered under the Land Titles Act, as previously mentioned, so

## Trustee Minutes, 21 January 2014

that this would cover land mortgages in any event. But it is worth knowing that Land Titles Act registration is needed for land mortgages because also of this exception.

Thirdly, and lastly, trust fund assets in the form of leasehold or sub-leasehold interests, under the terms of which holdings assignment is denied without the landlord's consent, specific transfer of title to the new body of trustees is vital. Otherwise, were the vesting of these assets to have been made in the new body of trustees by the declaration, the forfeiture provision may be triggered.

All this law as to vesting may seem at first sight complex, but it all makes sense as a set of rules, and it is easily manageable by a lawyer who specializes in this area. An added difficulty is that every Canadian jurisdiction makes its own legislative rules as to trustee appointment documents, and the effect of those documents. B.C. rules, for example, differ from Alberta rules. It may be annoying, but I would suggest an Alberta lawyer be retained who is cognizant of any procedural details, such as court rules, concerning vesting declarations practice in Alberta. Once the job is done properly, it does not have to be thought about again.

### Timing the resignation and the appointment of a replacement

If the resignation is to be by deed as of January 21, 2014, then the resignation and the replacement appointment, including a section 17(2) declaration, could be incorporated into the same instrument. This supposes, however, that by that date the continuing Trustees are agreed as to the person who is to replace the outgoing Trustee, and that person has agreed to serve.

If, however, the resignation is to be as of January 21, 2014, but on that date time or further time is needed by the continuing Trustees, in which to select, approach the person and confirm a replacement Trustee, there is going to be a period of time thereafter during which for the 1985 Trust there will not be a minimum number of Trustees. This prevents the four continuing Trustees from validly acting as 1985 Trust Trustees, whether by majority or otherwise. Trustees should never be in this position, and it is therefore clear that there cannot be a period of time between resignation and appointment during which this position exists. An alternative is needed. In order that capacitated trusteeship, i.e., five trustees, is continuously in place, it is suggested that, if he will so consent, Walter Felix remain as Trustee while discussions are taking place as to his successor. Then resignation and appointment can be carried out on the same day.

Donovan Waters, Q.C., F.R.S.C.

## MEMORANDUM

**Date:** 7 January 2014  
**To:** Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn  
**From:** Paul Bujold, Trusts Administrator  
**Subject:** Walter Felix Twin Resignation

Upon returning from the break after the New Year, I received a package from Walter Felix Twin in which he sent letters to each of his fellow Trustees announcing his resignation as a Trustee effective 16 December 2013.

According to the Trust Deeds,

"Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees." (1985 Trust Deed and 1986 Trust Deed, Paragraph 5)

Based on the "not less than 30-day notice period", Walter's resignation could be accepted by the Trustees anytime after 17 January 2014. Since the Trustees are meeting on 21 January 2014, this item will be placed on the agenda for that meeting.

I sent an email to Donovan Waters requesting that he review the provisions of the two Trust Deeds and Alberta and common law on trusts to give us some guidance on how the Trustees should proceed. His memo is attached.

In his memo, Donovan points out a number of crucial points:

1. The Trustees cannot decline to accept Walter's resignation.
2. Donovan's recommendation is that the resignation be recognised by a 'deed' between Walter and the remaining Trustees. (I have asked Doris Bonora to prepare such a deed.)
3. Walter is entitled to be paid all fees that are due. (Walter is paid up on all fees as of 17 December 2013.)
4. Walter may also seek an indemnification for any liability arising prior to his resignation that may come to light after his resignation. (This clause has been included for Walter and for the in-coming new Trustee in the deed prepared by Doris.)
5. The remaining 4 Trustees have the power to appoint a replacement Trustee.
6. The 1985 Trust requires a minimum of 5 Trustees while the 1986 Trust requires a minimum of 3 Trustees. The Trustees cannot validly deal with any business unless there is a proper vesting of title in a new Trustee since at least 5 Trustees are required for the 1985 Trust.
7. The resignation and appointment deed should contain a list of all assets being transferred from the resigning Trustee to the new Trustee. (Doris has pointed out



## Trustee Minutes, 21 January 2014

that in Alberta, since the Trustees are joint tenants, the deed has to transfer the assets from the five current Trustees to the five new Trustees. That provision has been included in the prepared deed.)

8. Since the Trustees cannot do business with only 4 Trustees for the 1985 Trust, Donovan suggests one option available to the Trustees is that Walter be asked to extend his period of service until a new Trustee can be selected and briefed and accept the appointment.

The new Trustee has to be fully aware of all the transactions of the Trusts from their creation date in order to fully understand the responsibility and liabilities that come with the position. Since this may take some time, I would recommend that the remaining Trustees consider appointing a temporary replacement for a 6-month period in order that a new candidate can be chosen and briefed. This may also give the Trustees an opportunity to develop a workable succession plan for Trustees. The temporary replacement Trustee could be a non-beneficiary since the Trustees Deeds permit the appointment of 2 non-beneficiaries for the 1985 Trust and 1 non-beneficiary for the 1986 Trust if a sufficient number of the remaining Trustees are beneficiaries.

In the interim, after discussing the options with our legal team, I would recommend that Brian Heidecker be appointed as a temporary, non-beneficiary Trustee for 6 months. He is already completely aware of the history of the Trusts and what the responsibility entails and is presently sitting on the Board of Trustees as Chair and therefore would not require the prior briefing. This would permit the Trustees accepting Walter's resignation on 21 January as well as appointing a replacement Trustee, albeit temporary giving the Trustees some breathing room to come up with a more permanent solution. Most importantly, this would permit the Trusts to carry on its normal business activities.

Doris Bonora's Resignation and Appointment Trust Deeds will be forwarded to you as soon as it is complete. She is presently gathering information on the assets and liabilities from the Sawridge Group of Companies to include in the Schedules to these Deeds.

cc      Brian Heidecker, Chair

**DEED OF RESIGNATION AND APPOINTMENT OF TRUSTEES**

THIS DEED is made the 21<sup>st</sup> day of January, 2014.

WHEREAS:

- (A) Walter Felix Twin (the "Retiring Trustee"), along with Catherine Twinn, Roland Twinn, Clara Midbo and Bertha L'Hirondelle (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as Sawridge Band Inter Vivos Settlement (the "Trust");
- (B) The Retiring Trustee desires to resign as trustee of the Trust and for such purpose has given notice in writing of his resignation to take effect the 21<sup>st</sup> day of January, 2014;
- (C) The Trust Deed creating the Trust dated the 15th day of April, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees wish to appoint \_\_\_\_\_ (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust;
- (E) The New Trustee desires to accept his/her appointment as a trustee of the Trust;

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

**2. RESIGNATION/APPOINTMENT**

The Continuing Trustees hereby accept the resignation of the Retiring Trustee as trustee of the Trust and the Continuing Trustees hereby appoint the New Trustee as a trustee of the Trust in the place of the Retiring Trustee.

**3. TRANSFER OF TRUST ASSETS**

The Retiring Trustee and the Continuing Trustees transfers, assigns, conveys and delivers to the Continuing Trustees and to the New Trustee, as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation,

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust;
- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered;

## Trustee Minutes, 21 January 2014

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the New Trustee, the Retiring Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the New Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

### 4. RIGHTS AND POWERS

The Continuing Trustees and the New Trustee shall succeed to all title of the trustees to the Trust estate and to all rights, powers, duties, discretions, obligations and immunities of the trustees of the Trust under the provisions of the Deed, as though the Continuing Trustees and the New Trustee were originally named as trustees in the Deed.

### 5. ACCEPTANCE

The New Trustee accepts his/her appointment as a replacement trustee of the Trust, and agrees to be bound by and perform in accordance with its terms, the trustee's obligations pursuant to the terms of the Trust.

### 6. LIABILITIES AND INDEMNITY

Notwithstanding any provision in this document to the contrary:

- (a) The New Trustee does not assume, and is not responsible or liable for, and the Retiring Trustee and the Continuing Trustee agree to indemnify out of the assets held on trust and save harmless the New Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Retiring Trustee and/or the Continuing Trustee occurring or arising before the date of this Deed; and
- (b) The Retiring Trustee is not responsible or liable for, and the Continuing Trustees and the New Trustee agree to indemnify out of the assets held on trust and save harmless the Retiring Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees and the New Trustee occurring or arising on, prior to or after the date of this Deed.

### 7. REPRESENTATIONS OF RETIRING TRUSTEE AND THE CONTINUING TRUSTEES

The Retiring Trustee and the Continuing Trustees hereby represent to the New Trustee that:

- (a) the assets held in the Trust as at the date hereof consist of those assets set out in Schedule A attached hereto; and
- (b) the liabilities of the Trust as at the date hereof consist of those liabilities set out in Schedule B attached hereto.

### 8. GOVERNING LAW

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

## Trustee Minutes, 21 January 2014

### 9. NOTICES

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party:

(a) if to the Retiring Trustees at:

P.O. Box 534<>  
Slave Lake, Alberta , T0G 2A0 <>

(b) if to the Continuing Trustees at:

c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta , T5N 1R2 <>

(c) if to the New Trustee:

c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta , T5N 1R2

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the tenth day next following the date of its mailing unless at the time of mailing or within ten days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the business day next following the day it was delivered.

### 10. COUNTERPARTS

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

### 11. SUCCESSORS AND ASSIGNS

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this Deed as of the day and year first above written.

---

Walter Felix Twin,  
in his capacity as Retiring Trustee

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Catherine Twinn, in her capacity as Continuing Trustee of the Trust

**Trustee Minutes, 21 January 2014**

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Roland Twinn

in his capacity as Continuing Trustee of the Trust

---

Clara Midbo

in her capacity as Continuing Trustee of the Trust

---

Bertha L'Hirondelle,

in her capacity as Continuing Trustee of the Trust

---

in his/her capacity as New Trustee of the Trust

Schedule A  
to the Deed of Appointment of Trustees of the <> Trust  
Assets of the <> Trust

1. <>.

Schedule B  
to the Deed of Appointment of Trustees of the <> Trust

Liabilities of the <> Trust

1. <>.

## Trustee Meeting Minutes, 21 January 2014

### DEED TO LIMIT TERM OF APPOINTMENT OF NEW TRUSTEE

THIS DEED is made the 21<sup>st</sup> day of January, 2014.

#### WHEREAS:

- (A) Walter Felix Twin (the "Retiring Trustee"), along with Catherine Twinn, Roland Twinn, Clara Midbo and Bertha L'Hirondelle (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as Sawridge Band Inter Vivos Settlement (the "Trust");
- (B) The Retiring Trustee has resigned as trustee of the Trust and for such purpose has given notice in writing of his resignation to take effect the 21<sup>st</sup> day of January, 2014;
- (C) The Trust Deed creating the Trust dated the 15th day of April, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees appointed \_\_\_\_\_ (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust for the limited term of six months commencing on January 21, 2014;
- (E) The New Trustee desires to accept his appointment as a trustee of the Trust for the limited term of six months commencing on January 21, 2014;

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

#### 2. APPOINTMENT

The Continuing Trustees and the New trustee agree that the New Trustee is appointed for the limited term of six months commencing on January 21, 2014.

#### 3. TERMINATION OF APPOINTMENT

The New Trustee agrees to sign a resignation as a Trustee of the Trust within 6 months of January 21, 2014 and agrees to take all steps to transfer to the Continuing Trustees and any subsequently appointed Trustee ("Subsequent Trustee") appointed upon or after the resignation of the New Trustee as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation,

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust;



## Trustee Meeting Minutes, 21 January 2014

- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered;

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the Subsequent Trustee, the New Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the Subsequent Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

### 5. ACCEPTANCE

The New Trustee accepts his appointment for the limited term of 6 months, and agrees to sign all documents necessary to resign in accordance with this Deed.

### 6. GOVERNING LAW

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

### 7. COUNTERPARTS

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

### 8. SUCCESSORS AND ASSIGNS

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this Deed as of the day and year first above written.

---

Catherine Twinn,  
in her capacity as Continuing Trustee of the Trust

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Roland Twinn,  
in his capacity as Continuing Trustee of the Trust

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Clara Midbo,  
in her capacity as Continuing Trustee of the Trust

**Trustee Meeting Minutes, 21 January 2014**

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Bertha L'Hirondelle,  
in her capacity as Continuing Trustee of the Trust

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\_\_\_\_\_,  
in his capacity as New Trustee of the Trust

This is Exhibit "F" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 20 17

[Signature]  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

## **Trustee Meeting Minutes**

Sawridge Inn Edmonton South, Edmonton

25 February 2014

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Justin Twin, Catherine Twinn, Roland Twinn

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

### **1. Opening and Prayer**

Brian called the meeting to order at 10:15 AM. The opening prayer was led by Roland.

### **2. Agenda**

Brian welcomed new Trustee, Justin Twin. Trustees reviewed the agenda for the meeting. Roland inquired if the Agenda item for Trustee reports was being permanently removed. Paul indicated that the Agenda has been temporarily reformatted to deal with urgent business but that it would be returned to its previous format once these urgent items were resolved.

**2014-014 Moved by Clara, seconded by Roland that the agenda be accepted as presented.**

**Carried, Unanimously.**

### **3. Deed to Appoint a New Trustee**

Catherine has not signed the Deeds for the Appointment and Resignation of a Trustee and the Deeds to Limit the Term of Appointment for a New Trustee. Brian asked Catherine if she was prepared to sign the documents at this time. Catherine stated that she was not ready to sign at this time and that she has not has the opportunity to review the Deeds because she has been away on vacation. She also wanted to meet with Justin prior to signing and had set up a meeting with him on 31 January which Justin had to cancel because of family commitments. She still wants to meet with Justin.

### **4. Transfer of Trust Assets**

Since Catherine has not signed the relevant Deeds at this time, the present ownership of the assets of the 1985 Trust, which requires a minimum of 5 Trustees in order to operate, and the assets of the 1986 Trust, which requires between 3 and 7 Trustees in order to operate, are in question. The legal advice received by the Trusts' Administrator is that in such a case the Trustees have a fiduciary obligation to act expeditiously to transfer the assets through an Application for Advice and Direction to the court. Catherine read out the resolution to this effect signed on 24 January 2014 by the four other Trustees. She inquired why there was such a rush in appointing Justin and transferring the assets. Brian pointed out that the 1985 Trust cannot operate with less than 5 Trustees and that Walter's resignation reduced the number of Trustees to 4.

**2014-015 Moved by Roland, seconded by Clara that If any Trustee fails to execute the Deed of Resignation and Appointment of Trustees, the administrator of the trust shall take steps to bring the necessary court applications to approve the steps to effect the resignation of Walter**

**Felix Twin, to effect the appointment of Everett Justin Twin and to effect the transfer of assets from continuing and former trustees to the continuing and new trustees.**

**Carried, 3 in favour, Catherine opposed, Justin abstaining because the resolution concerns his appointment.**

**5. Adherence to the Code of Conduct by a New Trustee**

Brian asked Justin if he had had time to review the Code of Conduct, a copy of which had been given to him on 24 January 2014 and if he was prepared to adhere to this binding contract between the Trustees. He pointed out that new Trustees had the choice to accept or reject this contract upon appointment but that the contract continues to bind all continuing Trustees.

Justin said that he had reviewed the Code and that he was prepared to sign the documents to confirm his adherence to this contract.

**1402-001 Paul presented the Deed of Adherence of a New Trustee to the Code of Conduct to Justin who then signed these documents.**

**6. Catherine Twinn's Letter to the Trustees re Trustee Duties, 20 January 2014**

Brian pointed out that items 5a Catherine's Letter, 5b Trustees Letter to Catherine and 5c Opinion of Doris Bonora in the Dropbox referred to this agenda item. Brian pointed out that Catherine had a different opinion than the other Trustees and the Trusts' legal advisors about the interpretation of the Decision of Justice Thomas on Application of the Public Trustee, 6 June 2012. A hyperlink for the document is shown below:

[<http://www.sawridgetrusts.ca/upload/files/1/docs/Decision%20of%20Justice%20Thomas%20on%20Application%20of%20the%20Public%20Trustee,%20120612.pdf>].

Brian also pointed out that the Trustees were concerned because Catherine's letter to the Trustees had been widely circulated to persons outside the Trusts and may have done damage to the Trusts' present Application for Advice and Direction before the court. He stated that, in the opinion of the Trusts' legal advisors, a Trustee cannot act as a trustee individually but needs majority support in order to act as a Trustee.

Roland stated that he was concerned about the last paragraph of Catherine's letter which contemplates going to court. He stated that he feels that this is a conflict of interest as far as the remaining Trustees and advice of the Trusts' legal advisors are concerned and is also a violation of the Code of Conduct.

Roland continued that if Catherine was going to proceed with her court action against the remaining Trustees that she should resign as a Trustee first. He stated that the remaining Trustees had a different view on the interpretation of Justice Thomas' decision and that he hoped that there was a way that this could be dealt with more appropriately. Catherine asked Justin if he were still willing to meet with her individually. Justin stated that he was willing to meet with Catherine pending his availability.

The Trustees discussed the various avenues of action available to them.

Brian stated that he thought that the Trustees need to make a decision about what to do. There is obviously a major divergence of interpretations on Justice Thomas' Decision with Catherine. The last paragraph of Catherine's letter talks about Catherine filing an Application for Advice and Direction. Catherine needs to clarify to the other Trustees, one way or another, whether she plans to file an application to the Courts or not.

## Trustee Meeting Minutes, 25 February 2014

Catherine stated that if the Trustees fail to resolve the issues she feels are on the table she will need to do something. Other Trustees raised the point that they felt that the conflict posed by Catherine's letter and the matter of the transfer of the Trusts' assets to the new set of Trustees needed to be resolved before they could deal with any other issues.

Brian pointed out that the Trustees' concerns about the need to deal with issues lead back to the Code of Conduct. He noted that Justin has signed on to the Code. He reviewed Section 5 of the Code:

In order that the decision-making process be fair and effective, it is crucial that communication among Trustees be fair and effective. Therefore, the Trustees shall act in accordance with the following principles:

- (a) **Cooperation:** Trustees shall collaborate to serve the best interests of the beneficiaries.
- (b) **Tolerance:** each Trustee should seek to fully understand the views and values of the other Trustees in the best possible light and consider whether those views and values might be usefully adopted to guide the ongoing deliberations of the Trustees.
- (c) **Inclusion:** Trustees shall use their best efforts to include all Trustees in their deliberations so that each Trustee feels that he/she had a meaningful opportunity to contribute to the discussion and that his/her views and values were given fair and full consideration.
- (d) **Compassion:** each Trustee recognizes that the other Trustees are human beings with their own weaknesses and capable of making mistakes. The Trustees agree to show patience, and provide mentorship and caring for each other.
- (e) **Relationship:** the Trustees recognize that people live in complex and essential webs of relationship and acknowledge that decisions and actions of individuals and the community unavoidably affect each other. The Trustees shall seek to make their decisions in ways that positively strengthen their relationships and in ways that promote the best consequences for the beneficiaries.
- (f) **Honesty in Communication:** Trustees must be fair, open, truthful and sincere when dealing with each other and shall all times avoid attempts to deceive or mislead each other.
- (g) **Fair Procedures:** the Trustees agree to proceed with their decisions in accordance with known and fair procedures.
- (h) **Assertiveness:** Trustees have an obligation to state their views and concerns openly and clearly for consideration by the other Trustees.
- (i) **Consensus:** where possible, Trustees should work towards unanimous agreement; where unanimous agreement is not possible, Trustees shall try to come to a consensus; where neither of these is possible Trustees shall reach decisions by simple majority. In all cases, once a decision is made by the Trustees it should be respected and followed by all.

## Trustee Meeting Minutes, 25 February 2014

- (j) **Objectivity:** Trustees must base their decisions upon relevant facts and information in a way that is not biased by undisclosed personal feelings or opinions.
- (k) **Transparency:** to the extent possible, the Trustees should be able to articulate their reasons for coming to a particular decision.
- (l) **Peacefulness and Respect:** Trustees have an obligation to be polite, respectful and courteous in their dealings with other Trustees; they agree to deal with each other in a calm and open manner; and they agree to avoid expressions of anger and personal attacks which may disrupt the harmony of the group.
- (m) **Reconciliation:** the Trustees accept that they are morally accountable for their own actions. Where their actions or decisions have, intentionally or unintentionally, caused disharmony, they accept a personal obligation to work towards restoring harmony.

He complimented the group on having had the one of the best conversations that he has been party to in the past 4 years. At the last meeting, Brian had asked everyone to review the Code of Conduct. He stated that he continued to feel that Catherine's letter was not in the spirit of the Code. Brian stated that the Trustees needed to have assurances from Catherine that she would not act again without the permission of all Trustees and that there would not be a repeat of any widely distributed documents. He stated that while Catherine wants to hear from the other Trustees and Brian, she has not answered the question herself. Catherine's letter breaks many rules of governance and doesn't pass the test of professional governance. Catherine needs to know and needs to clearly state that she accepts that fact.

Roland said that in his understanding, confidential items should not be dealt with in the general public. He said that he doesn't know exactly who the letter was sent to. He noted that it breaks Section 6 Confidentiality and Section 3 Communications with Directors and Management of Sawridge Corporations and also the decision-making sections with the threat to go to court without the permission of the other Trustees. Catherine's actions will determine what needs to be done at this table and whether the trustees should adjourn and only deal with 1986 Trust items.

Roland pointed out that the question is not being answered by Catherine is whether Catherine would agree to cease and desist but all that he heard was a qualified maybe. If there is no clear response, maybe what is needed is to invoke Section 8 The Application of the Code of Conduct. Brian said that we should break for lunch. After lunch, the Trustees need a yes or no answer from Catherine that is not conditional. Once an answer is received, then the Trustees will be able to proceed to other processes.

Brian opened the meeting after lunch by saying that the Code of Conduct was being discussed. He pointed out that the Code is not a conditional document so there is no opportunity for invoking extenuating circumstances. These guidelines were developed and approved by the Trustees to govern themselves. When an inappropriate action takes place, it is good to have a discussion about the issues. But it is essential that the principles of the Code be discussed and any breaches addressed in a forthright manner. The Trustees and the Trust's legal advisors have stated that copying the letter and threatening court action is a significant breach by Catherine of the Code of Conduct.

Catherine stated she needs time to consider whether she agrees there has been a breach of the Code of Conduct. She has higher standards and responsibilities as a lawyer that need to

## Trustee Meeting Minutes, 25 February 2014

be taken into consideration when determining if copying the letter may have been a breach of the Code. She asked if the question being considered was a yes or no as to whether she would agree not to send out letters as a Trustee.

Brian stated that the question requires an unequivocal answer and reiterated that the Code of Conduct is not conditional. He said that while Catherine may want to have more time to consider that the Trustees need a firm commitment that there will be no more letters while they consider the question of the breach of the Code of Conduct. He asked again for Catherine to indicate either yes or no.

Catherine stated that she was prepared to answer the question with an unequivocal yes on condition that the Trustees find a better way to address issues.

Roland stated that he was not sure whether the answer was yes since it seems to impose a condition and to accept the condition, the Trustees would need to understand what process is being proposed. He feels that we cannot wait another month to decide on a process but need to decide on that process now.

Catherine stated again that she was giving an unequivocal yes on the assumption that the Trustees will find another way to move forward. Brian stated that the issues raised in the content of the letter are:

1. The Sawridge First Nation membership process
2. The conflict of interest inherent between the First Nation leadership and the Trustees
3. The Trustees hindering the decision of Justice Thomas and
4. Negotiating with the Office of the Public Trustee.

Brian asked what we can do better. Do we need other legal opinions? The Trustees have a fiduciary responsibility to the beneficiaries. How do we resolve the issues and meet these fiduciary obligations?

Roland said that he didn't know how to do this either.

Catherine said that it was not a matter of gathering more information. What is needed is facilitated conversation. She also felt that another piece was a discussion on the "so called separation rule" raised by the decision of Justice Thomas. Based on her research, the Trustees need to separate economics and politics and the Trusts' lawyers' opinions did not seem to be aware of this information. The Deloitte Community Trust model and the Aboriginal and Northern Affairs Canada land claims trust model need to be studied. The Samson Trust has appointed all of its trustees from outside the beneficiary group. Catherine feels that we have never had a conversation on this topic and that we need education on this topic.

Brian pointed out that the Trustees have had discussions on the importance of having a clear separation economics and politics and indeed the current practices and protocols governing the separation of the Trusts and the Companies were working well. Catherine seems to be recommending a similar discussion about the Trusts and the First Nation. He suggested that the Trustees could have a discussion on a set of principles and practices that would mitigate risks.

Catherine asked what risk, what mitigation would be appropriate to our situation. She felt that it was critical to have this conversation because the court raised the issues and she was troubled by these issues. In August 2012, she brought a proposal following Justice Thomas' Decision but this proposal was not accepted. The Trustees have a responsibility to the



## **Trustee Meeting Minutes, 25 February 2014**

Sawridge 'family' and should be able to say to the court that the court's comments have been taken into consideration and this is the response that the Trustees are proposing to take.

Brian stated that we would continue regular business while having this conversation. The discussion may or may not change the way Trustees conduct business and would take time. We do not have the luxury of setting all Trust business on hold.

Brian stated that he does not have the authority to invoke the Code of Conduct but that the Trustees would have to do this before he could act. He stated that we could have a high level discussion on the separation issue to see how it cascades down to some decisions. He needs a letter from a trustee to trigger the Code of Conduct.

Brian stated that he and Paul would go ahead to gather skeleton information and circulate this to the Trustees. The Trustees should also gather and share information.

Paul stated that Justin's appointment is legal with the four Trustees signing the Deed of Appointment. The transfer of assets will be dealt with by the court as per motion 2014-015 passed today unless Catherine signs the Deeds.

Catherine stated that she did not refuse to sign the Deeds simply that she needed time before signing. She felt that we should avoid court action. She also feels that she is disadvantaged by not having direct contact with the Trusts' lawyers and having all communication go through Paul.

Brian restated the points that were under consideration.

1. Beginning a process to understand the principles and the realities of a separation rule.
2. Catherine to meet with Justin to get issues resolved to that she can sign the Deeds of Appointment.
3. Getting the lawyers in to again brief the issue with the Trustees.
4. Triggering the Code of Conduct.
5. Catherine will not send out any more letters as a Trustee while the process is underway.

Bertha stated that unless she misunderstood, the Trustees will go through this process but Catherine will still go to court with her application.

Catherine stated that the court was over our heads regardless. She realizes how uncomfortable this makes people feel but has to do it. If the Trustees fail to deal with this issue it will come back to bite the Trusts.

Brian stated that if Catherine acts against the Trustees, then she will have to resign before proceeding.

Catherine stated that under the Trustee Act she has the right to go to court for Advice and Direction as a sole Trustee. Any trustee can act. Court has the power to remove and replace trustees. Catherine has professional ethical duties and is struggling to meet these.

Brian stated that he will move forward on the process.

### **7. Minutes, 21 January 2014**

Trustees reviewed the minutes of 21 January 2014. Catherine said that she had a few pages of amendments but that she had not made copies for everyone.

## Trustee Meeting Minutes, 25 February 2014

**2014-016 Moved by Roland, seconded by Clara that the minutes of 21 January 2014 be tabled until Catherine's proposed amendments can be circulated to the Trustees.**

**Carried, 4 in favour, Justin abstaining because he was not at the meeting because he had not been appointed as a Trustee yet.**

### 8. Scenarios Plan

Justin asked what the Scenarios Plan was. Brian pointed out that the Trustees were working on a middle and long term plan. That was initially done through the development of a number of scenarios and has since been expanded into a written plan. This plan will be tabled until a later meeting.

### 9. Trusts' Administrator's Report

Paul presented the report of his activity during the past month to the Trustees.

### 10. Financial Statements

The financial statements for January 2014 were presented to the Trustees. Paul pointed out that the audit, currently underway, had not yet made the adjustments to the equity amounts used last year as a budget for benefits payments so the benefits section of the Balance Sheet was inaccurate as to totals. The current expenditures were otherwise correct.

**2014-017 Moved by Justin, seconded by Roland that the financial statements for January 2014 be accepted as presented.**

**Carried, Unanimously.**

### 11. Alternate Health Benefit

Paul presented proposal for an Alternate Health Benefit. He pointed out that few insurance plans cover this type of benefit because it is so hard to control. One alternative is to set up a benefit similar to the Personal Development Benefit that gives beneficiaries a limited amount to spend on that category each year.

Trustees suggested that rather than setting up a new benefit, the Personal Development Benefit should be modified to cover this program.

Paul asked that the Trustees also consider removing the 1/3-2/3 funding formula since it is difficult to work with and often has to be waived since beneficiaries cannot afford to make the 1/3 payment for the program they have selected.

**2014-018 Moved by Catherine, seconded by Clara that the Personal Development Benefit be expanded to include payments for alternative health treatments; that the benefit be expanded to \$2000 per beneficiary and dependant per year and that the requirement for a 1/3 matching amount be paid by the beneficiary be eliminated.**

**Carried, Unanimously.**

### 12. Company Issues

Brian reported that the Company Board of Directors had held its regular meeting last Friday and that he was in attendance. The AGM, planned for Ft. McMurray on 30 May, will have to be moved because that date is the date for Ft. McMurray's air show and all facilities are

## **Trustee Meeting Minutes, 25 February 2014**

booked. The alternate dates are 12 and 19 June. Roland pointed out that he had a previous engagement on 19 June.

### **1402-001 It was agreed that 12 June 2014 would be the date selected for the Company AGM.**

The AGM will deal with the usual resolution on selecting the auditors, directors and accepting the annual report that will be sent out. Brian asked if there were any proposed changes to the Board of Directors.

### **1402-002 Trustees agreed that there would be no changes to the Company Board of Directors this year.**

Brian said that after the AGM the Directors and Trustees would be meeting to discuss the strategic planning that the Directors have been working on. This will cover staff succession plans, and a conversation on the next 3, 5, and 7 years. The Companies are in very good financial shape.

### **1402-003 The Trustees will have to have a discussion on their investment preferences before the AGM.**

Mike Percy will be doing an economic overview as he did last year. The AGM will be held from about 10:00 AM to 5:30 PM.

The Companies have agreed to provide a bursary honouring Chief Walter P. Twinn through Indspire Awards for Aboriginal students of \$50,000 which will be matched by the Federal Government giving a total of 20 bursaries of \$5,000. These will be awarded in Winnipeg on 21 March. The Companies will review this program and will assess whether they will continue for another 4 years after this year.

Brian handed out an information sheet on Spruceland Properties. He pointed out that the Companies own shares of this publicly traded company and that it has been buying more shares as they come available. This company is a successful property manager and could provide some expertise if the Sawridge Group goes into property development.

The Companies have begun a labour process to recruit foreign labourers in Ft. McMurray since labour is so hard to maintain there. It will take 7-9 months to get to the stage where actual recruitment can take place.

## **13. Meetings Scheduled Between Catherine and Justin**

Brian asked when Catherine and Justin could meet and settle whether or not Catherine will sign the Deeds of Appointment since this affects the 1985 Trust assets because the 1985 Trust required 5 Trustees to operate.

Catherine stated that she wants to get opinions of lawyers and to have an opportunity to consult them because she has not had time since she was away on vacation and did not get the information about Walter's resignation until the last Trustee meeting.

Brian reviewed the process regarding Walter Felix Twin's resignation as a Trustee. The Trustees were informed by email and mail by 8 January, long before the Trustee meeting on 21 January. Paul also submitted a proposal regarding Trustee appointment on the same date. Paul and Brian consulted the lawyers to get the Deeds of Appointment and Resignation developed in time for the meeting and these were included in the DropBox and shared with the Trustees at the 21 January meeting. All the Trustees had the proper information to make a decision at the last Trustee meeting and the fact that Catherine was on vacation from 2 to 22 February 2014 is not a valid reason to not get this business done and jeopardize the Trusts in the interim.

## **Trustee Meeting Minutes, 25 February 2014**

Brian said that Catherine will have until Monday, 3 March 2014 at noon to conclude her meetings with Justin and to inform him whether or not she is prepared to sign the Deeds of Appointment. If not, Paul will be authorized by motion 2014-015 to go to Court to have the assets transferred.

Catherine said that she will give the matter some thought and that she will fulfill her duties. She said that she was the last to know about Walter's resignation. Others disputed this statement.

### **14. Adjournment and Next Meeting**

Roland moved that the meeting be adjourned at 3:30 PM. The next meeting will be 18 March 2014 at the Sawridge Inn in Edmonton.

Signed

---

Brian Heidecker, Chair

This is Exhibit "G" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

# Trustee Meeting Minutes

Sawridge Inn Edmonton South, Edmonton

15 April 2014

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Justin Twin, Catherine Twinn, Roland Twinn

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

## 1. Opening and Prayer

Brian called the meeting to order at 11:00 AM. The opening prayer was led by Roland.

## 2. Agenda

Brian added 7.1.1 SpruceLand Investment Proposal and 7.1.2 Proposed Property Partnership.

**2014-023 Moved by Justin, seconded by Clara that the agenda be accepted as amended.**

**Carried, Unanimously.**

## 3. Minutes

Brian pointed out that the last three sets of minutes had been revised removing most of the narrative portion of these minutes as the Trustees directed at the last meeting.

***Minutes of 21 January 2014 were reviewed.***

**2014-024 Moved by Roland, seconded by Bertha that the minutes of 21 January 2014 as amended be accepted.**

**Carried, 3 in favour, Justin abstaining because he was not present and Catherine opposed.**

***Minutes 25 February were reviewed.***

A typographic error on pg. 6, paragraph 9 was corrected to read:

"Catherine stated that the court was over our heads regardless. She realizes how uncomfortable this makes people *feel* but has to do it. If the Trustees fails to deal with this issue it will come back to bite the Trusts."

And on pg. 8, the paragraph after 1402-003 should read:

"Mike Percy will *be* doing an economic overview as he did last year. The AGM will be held from about 10:00 AM to 5:30 PM."

**2014-025 Moved by Clara, seconded by Justin that the 25 February 2014 minutes be approved as amended.**

**Carried, 4 in favour, Catherine opposed.**

***Minutes 18 March 2014***

Roland felt that the term "SRDC" under amendments to the agenda in item 2 should be defined as ***"a company wholly owned and operated by the Sawridge First Nation."***

## **Trustee Meeting Minutes, 15 April 2014**

**2014-026 Moved by Roland, seconded by Clara that the 18 March 2014 minutes be approved as amended.**

**Carried, 4 in favour, Catherine opposed.**

### **4. Action Items**

Paul reviewed the outstanding and completed items on the Action Items list.

Catherine pointed out that the Action Items are added by Brian or Paul and that her request for a history of the holding and transfer of assets was not included.

Brian noted that his requests 1403-003 asking that Catherine submit in writing notice that she will withdraw her threat of legal action against the Trustees and 1403-004 asking that Catherine submit in writing notice that she will comply to the Code of Conduct havenot been met.

On items 1403-003 and 1403-004, Roland pointed out that the transfer of assets problem now seems to be preventing the Companies from taking any action on new proposals. He also pointed out that if the Code of Conduct was not effective in controlling the behaviour of Trustees that maybe it should be eliminated.

Brian pointed out that the Code of Conduct is not conditional and not complying would not be in keeping with the spirit and letter of the Code.

### **5. Beneficiaries**

Nothing to report.

### **6. Trust Matters**

#### **6.1 Reports**

##### **6.1.1 Trusts' Administrator's Report**

Paul presented the Administrator's report.

Catherine asked what assessment tool had been used by the Addictions treatment Centre to determine that a beneficiary should be admitted. Paul reported that he did not know.

**1404-001 Catherine asked that Paul inquire with the Treatment Centre as to what assessment tool was used.**

##### **6.1.2 Trustee Reports**

Roland reported that the Federal Government is making a lot of changes on support agreements and Non Insured Health Benefits and that these changes may affect the beneficiaries usage of various benefit programs.

Paul asked whether the Trustees should be considering increasing Great West life coverage to a full-coverage plan rather than the present top-up coverage plan.

Brian asked Catherine about the Indspire event she attended on behalf of the Companies to introduce the Sawridge bursary program for Aboriginal students honouring Chief Walter P. Twinn developed by Catherine, Gerry St. Germain and Brian Heidecker. Catherine stated that the bursary had yet to be matched by the Federal Government and that when it was the bursary program would be officially announced. Brian pointed out that the Companies were prepared to fund the program for another four years and that this would complete the "Honouring Walter" project undertaken by the Sawridge Companies and Trusts.

## Trustee Meeting Minutes, 15 April 2014

### 6.2 *Sawridge Trusts' Strategic Plan*

### 6.3 *Legal*

#### 6.3.1 *Application for Advice and Direction for Asset Transfer*

Brian reported that Doris Bonora, Paul and he had appeared before Judge B.A. Browne on 9 April 2014 on behalf of the Trustees and that Catherine Twinn had appeared on her own behalf as a Trustee and not as a lawyer.

Doris presented our request to have the assets transferred. Catherine requested that the case be referred to a Special Session before Judge Denny Thomas. She referred to issues contained in Sections 11, 22, 23, 24, 25, 27, 27, 29, 43, and 45 of Judge Thomas' findings dated 12 June 2012 as well as the fact that there are four Sawridge First Nation elected officials as Trustees. She also stated that Justin's beneficiary status in the 1985 Trust is in doubt and is solely based on Mike McKinney's opinion. She questioned whether Justin was qualified to become a Trustee of the 1985 Trust. Catherine also stated that she needs legal counsel and advice.

The Judge asked why Catherine hasn't hired a lawyer.

Catherine responded that she needed the financial resources.

The Judge reminded Catherine that the normal practice is to ask for costs and for credible applications judges almost always award them. She also mentioned that judges have the ability to award costs to either side.

Doris emphasized the urgent nature of this application.

Catherine mentioned her schedule of being away parts of April and a large part of May.

The Judge set a firm date for a second hearing on 5 May 2014.

Catherine was advised to have a lawyer and both sides are to present their cases in 20 minutes total or alternatively, the Judge will set a date for a hearing in Special Chambers.

#### **1404-002 Doris Bonora has ordered a copy of the court transcript which will be provided to the Trustees when it is received.**

A discussion among the Trustees ensued regarding how this situation could be resolved. Brian pointed out that he will be presenting Company plans that now bring the asset transfer question to an urgent level. Roland pointed out that the Trustees did not know what Catherine wanted in order to resolve this situation and that he could not sign a letter sent by Catherine to the Trustees dated 19 March 2014 proposing an external facilitator because he did not agree with some parts of the proposal.

Catherine pointed out that Brian has been hired because he indicated that he could deliver process rather than content. She asked what process Brian proposed to solve the stalemate. Brian said that while he had experience with process that could help develop policy alternatives he could not make decisions other than to conduct the Trustee meetings and supervise the work of the Trusts with Paul. He said that the Trustees had given consideration to mediation but felt that mediation was not appropriate for the asset transfer question and especially not when there continued to exist a threat of court action if the Trustees did not meet Catherine's demands.



## Trustee Meeting Minutes, 15 April 2014

Catherine asked for a letter indicating that Trustees were entitled to independent legal counsel from the Sawridge First Nation. Brian stated that costs were available under certain circumstances.

**Moved by Catherine that the Trustees request an independent legal opinion on Justin's status as a member of the Sawridge First Nation and as a beneficiary to the 1985 Trust. No seconder, motion could not be considered.**

Catherine pointed out that she had requested a history of the Trusts' assets from Paul but had not received it. Paul stated that he was uncomfortable with providing a letter detailing the history of the assets of the Trusts since there were some questions about the asset transfer between the 1982 Trust and the 1985 Trust before the court. Paul is concerned that the information remain confidential. As Donovan Waters pointed out, the information received by the Trustees is confidential and cannot be shared outside their meetings. Paul stated that he could give the Trustees a verbal outline of the history of the Trusts' assets at the meeting but, unless directed by all the Trustees to provide the information in writing to Catherine, he would not be providing a written history.

### 6.4 Financial

#### 6.4.1 Financial Statements

Paul presented the Financial Statements for March 2014 pointing out that the audit adjustments in the Balance Sheet had not been made yet.

**2014-027 Moved by Roland, seconded by Bertha that the financial statements for March 2014 be accepted as presented.**

**Carried, Unanimously.**

#### 6.4.2 Bank Signing Authorities and Scotiaconnect Electronic Banking Authorities

Trustees discussed a proposed motion to change the bank signing authorities to substitute Justin Twin for Walter Felix Twin as a signing authority on behalf of the Trusts and to add Brian Heidecker as one of the signing authorities. Paul also requested that additional Electronic Banking Authorities be added since there are presently only two, namely Clara and himself, and that others may be needed in an emergency.

Trustees felt that adding Brian Heidecker would not be appropriate since that would then allow two non-Trustees to sign on behalf of the Trust. It was felt that at least one Trustee should be authorizing along with Paul.

**1404-003 Trustees felt that those Trustees with computer and internet access should be added to the Electronic Banking Authorities.**

**1404-004 Trustees signed the new banking resolution adding Justin as a signing authority.**

### 7. Company Issues and Chair's Report

Brian presented the Company's proposal to invest in property development and to set up a new partnership to manage this venture along with the Telford Lake developments (See attached Appendices). He pointed out that having the Trustees approve these proposals required that the asset transfer be completed. He asked Catherine if she would be willing to

## **Trustee Meeting Minutes, 15 April 2014**

sign the Deeds at this time. Catherine indicated that she was not prepared to sign the Deeds at this time.

Brian indicated that there was some time urgency to these proposals and that the question of the asset transfer could not be dragged out into June.

Brian reported that the cost of the new hotel in Ft. McMurray would be going up slightly because of construction problems. He also reported that the Companies have applied for the Foreign Workers' Visa program for the Ft. McMurray facilities.

### **8. Closing and Next Meeting**

Brian noted that the AGM, scheduled for 12 June in Ft. McMurray will now be held at the Aurora Hanger at the Edmonton International Airport. If the Trustees want to visit Ft. McMurray, John MacNutt and Ralph Peterson will arrange it at some other time.

The next two scheduled Trustee meetings will be 17 June and 16 September.

The meeting was adjourned at 6:00 PM. Roland closed with a prayer.

Signed

---

Brian Heidecker, Chair

This is Exhibit "H" referred to in the  
Affidavit of

Paul Bujold

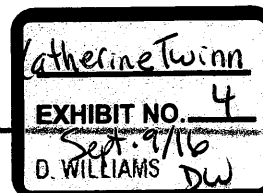
Sworn before me this 15<sup>th</sup> day

of February, A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law



March 5, 2014

Sawridge Trusts  
Attention: Paul Bujold

Dear Sir,

RE: EVERETT JUSTIN TWIN

Further to your enquiry, we can advise that Everett Justin Twin ("Justin") was a Member of the Sawridge First Nation since his birth on September 23, 1982. On October 4, 1985 the Minister confirmed that the Sawridge Indian Band had control of its membership. Attached to that letter was a Band List as required pursuant to the Indian Act. The name of Everett Justin Twin was on that Band List. That Band List became the basis for the initial Membership List for the Sawridge Indian Band. We understand that Justin's mother did marry a non-Indian on November 1, 1986. We are not aware of any Protest regarding the inclusion of Justin on the Band List. Justin continues to be a member of the Sawridge First Nation (successor to the Sawridge Indian Band) today.

While it is arguable that under the Indian Act in force in 1982 Justin would have been enfranchised by the Minister under subsection 109(2) at the time of his mother's marriage, this was not done in all cases, and in many cases at Sawridge the children were left on the Band List when the mother subsequently married a non-Indian while that Indian Act was in force.

We trust that you will find this information helpful.

Yours truly,  
Sawridge First Nation

Michael R. McKinney, Q.C.  
Executive Director/General Counsel

This is Exhibit "I" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law



Aboriginal Affairs and  
Northern Development Canada

Affaires autochtones et  
Développement du Nord Canada

630, 9700 Jasper Avenue  
Edmonton, AB  
T5J 4G2

May 5, 2014

Your file - Votre référence

Our file - Notre référence

6000-454

P.O. Box 462  
Slave Lake, AB  
TOG 2A0

Dear Mr. Twin,

Re: Confirmation of Indian Status, Band Number 4540040801

Thank you for your inquiry. I can confirm the following details regarding your Registration with Aboriginal Affairs and Northern Development Canada:

1. Your name was entered into the Indian Register on December 17, 1982
2. There were no protests within the required three (3) year period following your registration as a status Indian.
3. I can confirm that your name has been in the Indian Register since December 17, 1982 and therefore also on the band list when the responsibility for membership was transferred to the Sawridge First Nation.

Should you have any further questions or concerns, please feel free to contact me by email: [Stephen.Nichols@aadnc-aadnc.gc.ca](mailto:Stephen.Nichols@aadnc-aadnc.gc.ca) or by telephone at (780) 495-4162.

Sincerely,

Stephen Nichols

Head, Indian Registration and Band Lists

Aboriginal Affairs and Northern Development Canada – Alberta Region

Canada

This is Exhibit "J" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 20 17

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

**From:** Paul Bujold  
**To:** Brian Heidecker; Bertha L"Hirondelle; Justin Twin; Catherine Twinn; Roland Twinn  
**Subject:** Notice of Meeting 12 August 2014  
**Date:** Tuesday, July 22, 2014 1:03:00 PM  
**Attachments:** Memo, Paul Bujold to Trustees, re Special Trustee Meeting, 140722.docx  
CONFIDENTIALITY AGREEMENT (Blank Trustee).DOCX  
DEED OF APPOINTMENT OF TRUSTEE - Sawridge Trust (Blank Trustee).DOCX  
DEED OF APPOINTMENT OF TRUSTEE - SBIVS - (Blank Trustee).DOCX  
DEED TO LIMIT TERM OF APPOINTMENT OF NEW TRUSTEE - Sawridge Trust (Blank Trustee).DOCX  
DEED TO LIMIT TERM OF APPOINTMENT OF NEW TRUSTEE - SBIVS (Blank Trustee).DOCX

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Paul Bujold,  
Trusts Administrator  
Sawridge Trusts  
214, 10310-124 Street NW, Edmonton, AB T5N 1R2  
Telephone (780) 988-7723  
Facsimile (780) 988-7724





## MEMORANDUM

(Sent by Registered Mail and confirmed by Email)

**Date:** 22 July 2014  
**To:** Bertha L'Hirondelle, Justin Twin, Catherine Twinn, Roland Twinn  
**From:** Paul Bujold, Trusts' Administrator  
**Subject:** Special Meeting to Appoint New Trustee, 12 August 2014

A Special Meeting of the Trustees of the Sawridge Band Intervivos Settlement and of the Sawridge Trust is being called on Tuesday, 12 August 2014, at 10:00 AM at the Sawridge Inn-Edmonton South to appoint a new Trustee to replace Clara Midbo who recently passed away.

Since Clara held one of the non-beneficiary Trustee positions, Trustees can appoint a non-beneficiary as a replacement. Following are the rules governing the appointment of Trustees from the two Trust Deeds (relevant sections highlighted):

### The Sawridge Band Intervivos Settlement

5. Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee shall be vested in the continuing Trustees or Trustee of this Settlement and such power shall be exercised so that at all times (except for the period pending any such appointment, including the period pending the appointment of two (2) additional Trustees after the execution of this Deed) there shall be at least five (5) Trustees of this Settlement and so that no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there is more than one (1) Trustee who is not then a Beneficiary.
13. Subject to paragraph 11 of this Deed, a majority of fifty percent (50%) of the Trustees shall be required for any decision or action taken on behalf of the Trust. Each of the Trustees, by joining in the execution of this Deed, signifies his acceptance of the Trusts herein. Any other person who becomes a Trustee under paragraph 5 of this Settlement shall signify his acceptance of the Trust herein by executing this Deed or a true copy hereof, and shall be bound by it in the same manner as if he or she had executed the original Deed.

### The Sawridge Trust

5. The Trustees who are the original signatories hereto, shall in their discretion and at such time as they determine, appoint additional Trustees to act hereunder. Any Trustee may at any time resign from the office of Trustee of this Trust on giving not less than thirty (30) days notice addressed to the other Trustees. Any Trustee or Trustees may be removed from office by a resolution that receives the approval in writing of at least eighty percent (80%) of the Beneficiaries who are then alive and over the age of twenty-one (21) years. The power of appointing Trustees to fill any vacancy caused by the death, resignation or removal of a Trustee and the power of appointing additional Trustees to increase the number of Trustees to any number allowed by law shall be vested in the continuing Trustees or Trustee of this Trust and such power shall be exercised so that

214, 10310-124 Street NW

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Web: [www.sawridgetrusts.ca](http://www.sawridgetrusts.ca)

**Memo to Trustees re: Meeting to Appoint New Trustee**  
**22 July 2014**

at all times (except for the period pending any such appointment) there shall be a minimum of Three (3) Trustees of this Trust and a maximum of Seven (7) Trustees of this Trust and no person who is not then a Beneficiary shall be appointed as a Trustee if immediately before such appointment there are more than Two (2) Trustees who are not then Beneficiaries.

13. Any decision of the Trustees may be made by a majority of the Trustees holding office as such at the time of such decision and no dissenting or abstaining Trustee who acts in good faith shall be personally liable for any loss or claim whatsoever arising out of any acts or omissions which result from the exercise of any such discretion or power, regardless whether such Trustee assists in the implementation of the decision.

In order to manage the assets of the two Trusts, it will be necessary for the Trustees to appointment a replacement for Clara Midbo as soon as possible. At this time, the only item of business will be the appointment of a replacement Trustee and setting a term of service for that new Trustee.

If you are unable to attend this meeting, please inform me as soon as possible.



Paul Bujold, Trusts' Administrator

Attachments: Deed of Appointment of New Trustee, Deed to Limit Term of Appointment of New Trustee, Confidentiality Agreement

**CONFIDENTIALITY AGREEMENT**

**THE SAWRIDGE TRUST AND THE SAWRIDGE BAND INTER VIVOS SETTLEMENT**  
(hereinafter the "Trusts")

By:

\_\_\_\_\_ ("Trustee")

WHEREAS the Trustee desires to become a Trustee of the Trusts;

AND WHEREAS the trustees of the Trusts and the administrators of the Trusts will provide the Trustee with Confidential Information as defined below, which is provided on the condition that the Trustee sign a Confidentiality Agreement;

NOW THEREFORE in consideration of the appointment of the Trustee, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Trustee covenants and agree as follows:

**ARTICLE 1 - INTERPRETATION**

**Section 1.1 - Definitions**

In this Confidentiality Agreement ("Agreement"), unless otherwise provided, the following term shall have the following meanings:

- (a) "Confidential Information":
  - i) financial Information including but not limited to information pertaining to the Trusts' assets, businesses, associations, syndicates, joint ventures, partnerships, or corporations, history of the Trusts' asset purchases and sales, information regarding the Trusts' income, liabilities, accounting, profit, economic information, marketing or other information, concerning the past, present and contemplated assets and businesses or services, products, and modes for and of providing, marketing, distributing and selling goods or services related to the Trusts' businesses or assets of the Trusts including, without limitation, information, knowledge or data relating to compilation of information, data, databases, programs, equipment or machines, inventories, Intellectual Property, Customer and Supplier Information,
  - ii) does not include information that is generally available in the public domain, other than as a result of any action by the Trustee; provided, however, Confidential Information shall not be deemed to be in the public domain merely because individual features of it are in the public domain.

## ARTICLE 2 -        CONFIDENTIAL INFORMATION

### Section 2.1 -    Non-Disclosure

The Trustee acknowledges that the Trustee will be entrusted with Confidential Information the disclosure of any of which would be highly detrimental to the best interests of the Trusts. The Trustee further acknowledges and agrees that the right to maintain the confidentiality of such Confidential Information and the right to preserve the goodwill of the businesses of the Trusts constitute proprietary rights which the Trusts are entitled to protect.

### Section 2.2 -    Covenant Not to Disclose

The Trustee covenants and agrees that:

except where required by law, the Trustee shall not at any time, directly or indirectly, in any manner or for any reason whatsoever, disclose, discuss, or in any way divulge any Confidential Information to any person, firm, association, syndicate, joint venture, partnership, trust or corporation, and shall make no use whatsoever of any Confidential Information (other than in the ordinary and usual course of the business of the Trusts) without the prior written unanimous consent of all of the trustees of the Trusts; and

prior to any unauthorized use or disclosure of Confidential Information which may be required by law, the Trustee shall give all of the trustees of the Trusts reasonable prior notice of any disclosure of Confidential Information required by law, and, if requested by the trustees of the Trusts, shall use reasonable efforts to obtain a protective order or similar protection for the Trusts and the trustees of the Trusts and shall permit and cooperate with any effort by the trustees of the Trusts to obtain such an order.

### Section 2.3 -    Return of Information

The Trustee covenants and agrees that upon the Trustee ceasing to be a trustee, for whatever reason, or at any other time upon the request of the trustees of the Trusts, the Trustee shall immediately return any Confidential Information in the Trustee's possession, including without limitation, hard and electronic copies and notes based thereon whether prepared by the Trustee or the trustees of the Trusts or any administrators thereof or any of the corporations, joint ventures or partnerships which are part of the assets of the Trusts, to the trustees of the Trusts and shall not retain any copies or other reproductions or extracts thereof.

### Section 2.4 -    Audit

The Trustee agrees to allow the Trusts to assist and to audit the Trustee's procedures for keeping the Confidential Information confidential.

## ARTICLE 3 -        GENERAL

### Section 3.1 -    Continuing Obligation

The obligations contained in Article 2 of this Agreement shall continue in effect after the Trustee's tenure with the Trusts ceases, for whatever reason.

Section 3.2 - Unenforceability

In case that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but rather this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

Section 3.3 - Irreparable Harm and Equitable Relief

The Parties acknowledge that remedies at law may be inadequate to protect the Trusts and the trustees of the Trusts against any actual or threatened breach of this Agreement. Without prejudice to any other rights and remedies otherwise available to the Trusts and the trustees of the Trusts, the Trustee agrees that any breach of this Agreement would result in irreparable harm to the Trusts and the trustees of the Trust and agree to the granting of injunctive relief without proof of actual or monetary damages. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that this Agreement has been breached by the Trustee, then he or she will reimburse the Trusts for all of its costs and expenses (including, without limitation, legal fees and expenses on a solicitor and his own client, full indemnity basis) incurred in connection with all such litigation.

Section 3.4 - Common Law and Equitable Obligations

The parties agree that the obligations set out in this Agreement are in addition to and shall not derogate from or limit any duties the Trustee may have at common law or in equity to the Trusts and to the trustees of the Trusts.

**ARTICLE 4 - ACKNOWLEDGEMENT**

Section 4.1 - Acknowledgement

The Trustee acknowledges that the Trustee has had full opportunity to review and consider the contents of this Agreement prior to its execution. Furthermore, the Trustee acknowledges and represents that the Trustee does execute this Agreement voluntarily with full knowledge of its terms and conditions.

**ARTICLE 5 - EXECUTION**

Section 5.1 - Execution

In witness whereof the Trustee has executed this Agreement as at \_\_\_\_\_, 2014.

\_\_\_\_\_  
Witness as to the signature of Trustee

\_\_\_\_\_  
Trustee

## DEED OF APPOINTMENT OF TRUSTEES – THE SAWRIDGE TRUST

THIS DEED is made the \_\_\_\_ day of \_\_\_\_\_, 2014.

### WHEREAS:

- (A) Clara Midbo passed away on the 13<sup>th</sup> day of July, 2014;
- (B) Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, and Everett Justin Twin (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as The Sawridge Trust dated August 15, 1986 (the "Trust");
- (C) The Trust Deed creating the Trust dated the 15th day of April, 1986 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees wish to appoint \_\_\_\_\_ (the "New Trustee") to act, along with the Continuing Trustees, as Trustees of the Trust;
- (E) The New Trustee desires to accept **his/her** appointment as a trustee of the Trust;
- (F) The Trustees of the Trust hold the assets of the Trust in Joint Tenancy.

**NOW THEREFORE THIS DEED WITNESSETH** that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### 1. APPOINTMENT

The Continuing Trustees hereby appoint the New Trustee as a trustee of the Trust in the place of Clara Midbo ("Deceased Trustee").

### 2. TRANSFER OF TRUST ASSETS

- 2.1 The Continuing Trustees hereby remove the name of Clara Midbo from the assets of the Trust pursuant to the right of survivorship.
- 2.2 The Continuing Trustees transfer, assign, convey and deliver to the Continuing Trustees and to the New Trustee, as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation:
  - (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
  - (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
  - (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
  - (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust; and

- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered.

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the New Trustee, the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the New Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

### 3. **RIGHTS AND POWERS**

The Continuing Trustees and the New Trustee shall succeed to all title of the trustees to the Trust estate and to all rights, powers, duties, discretions, obligations and immunities of the trustees of the Trust under the provisions of the Deed, as though the Continuing Trustees and the New Trustee were originally named as trustees in the Deed.

### 4. **ACCEPTANCE**

The New Trustee accepts **his/her** appointment as a replacement trustee of the Trust, and agrees to be bound by and perform in accordance with its terms, the trustee's obligations pursuant to the terms of the Trust.

### 5. **LIABILITIES AND INDEMNITY**

Notwithstanding any provision in this document to the contrary:

- (a) The New Trustee does not assume, and is not responsible or liable for, and the Continuing Trustees agree to indemnify and save harmless the New Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees occurring or arising before the date of this Deed; and
- (b) The Deceased Trustee's estate is not responsible or liable for, and the Continuing Trustees and the New Trustee agrees to indemnify and save harmless the Deceased Trustee's estate from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees and the New Trustee occurring or arising on, prior to or after the date of this Deed.

### 6. **REPRESENTATIONS OF THE CONTINUING TRUSTEES**

The Continuing Trustees hereby represent to the New Trustee that:

- (a) the assets held in the Trust as at the date hereof consist of those assets set out in Schedule A attached hereto; and
- (b) the liabilities of the Trust as at the date hereof consist of those liabilities set out in Schedule B attached hereto.

### 7. **GOVERNING LAW**

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

8. **NOTICES**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party:

(a) if to the Continuing Trustees at:

**c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta , T5N 1R2**

(b) if to the New Trustee:

\_\_\_\_\_  
\_\_\_\_\_

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the tenth day next following the date of its mailing unless at the time of mailing or within ten days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the business day next following the day it was delivered.

9. **COUNTERPARTS**

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

10. **SUCCESSORS AND ASSIGNS**

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties have duly executed this Deed as of the day and year first above written.

\_\_\_\_\_  
Catherine Twinn, in her capacity as Continuing  
Trustee of the Trust

\_\_\_\_\_  
Everett Justin Twin, in his capacity as  
Continuing Trustee of the Trust

\_\_\_\_\_  
Roland Twinn, in his capacity as Continuing  
Trustee of the Trust

\_\_\_\_\_, in his/her capacity as  
New Trustee of the Trust

\_\_\_\_\_  
Bertha L'Hirondelle, in her capacity as  
Continuing Trustee of the Trust



**Schedule A  
to the Deed of Appointment of Trustees of the  
Sawridge Trust**

**Assets of the Sawridge Trust**

All shares of 1649183 Alberta Ltd.

**Schedule B**  
**to the Deed of Appointment of Trustees of the**  
**Sawridge Trust**

**Liabilities of the Sawridge Trust**

1. NIL

## DEED OF APPOINTMENT OF TRUSTEES – SAWRIDGE BAND INTER VIVOS SETTLEMENT

THIS DEED is made the \_\_\_\_ day of \_\_\_\_\_, 2014.

### WHEREAS:

- (A) Clara Midbo passed away on the 13<sup>th</sup> day of July, 2014;
- (B) Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, and Everett Justin Twin (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as Sawridge Band Inter Vivos Settlement dated August 15, 1985 (the "Trust");
- (C) The Trust Deed creating the Trust dated the 15<sup>th</sup> day of April, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees wish to appoint \_\_\_\_\_ (the "New Trustee") to act, along with the Continuing Trustees, as Trustees of the Trust;
- (E) The New Trustee desires to accept **his/her** appointment as a trustee of the Trust;
- (F) The Trustees of the Trust hold the assets of the Trust in Joint Tenancy.

**NOW THEREFORE THIS DEED WITNESSETH** that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### 1. APPOINTMENT

The Continuing Trustees hereby appoint the New Trustee as a trustee of the Trust in the place of Clara Midbo ("Deceased Trustee").

### 2. TRANSFER OF TRUST ASSETS

2.1 The Continuing Trustees hereby remove the name of Clara Midbo from the assets of the Trust pursuant to the right of survivorship.

2.2 The Continuing Trustees transfer, assign, convey and deliver to the Continuing Trustees and to the New Trustee, as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation:

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust; and

- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered.

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the New Trustee, the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the New Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

### 3. **RIGHTS AND POWERS**

The Continuing Trustees and the New Trustee shall succeed to all title of the trustees to the Trust estate and to all rights, powers, duties, discretions, obligations and immunities of the trustees of the Trust under the provisions of the Deed, as though the Continuing Trustees and the New Trustee were originally named as trustees in the Deed.

### 4. **ACCEPTANCE**

The New Trustee accepts **his/her** appointment as a replacement trustee of the Trust, and agrees to be bound by and perform in accordance with its terms, the trustee's obligations pursuant to the terms of the Trust.

### 5. **LIABILITIES AND INDEMNITY**

Notwithstanding any provision in this document to the contrary:

- (a) The New Trustee does not assume, and is not responsible or liable for, and the Continuing Trustees agree to indemnify and save harmless the New Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees occurring or arising before the date of this Deed; and
- (b) The Deceased Trustee's estate is not responsible or liable for, and the Continuing Trustees and the New Trustee agree to indemnify and save harmless the Deceased Trustee's estate from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees and the New Trustee occurring or arising on, prior to or after the date of this Deed.

### 6. **REPRESENTATIONS OF THE CONTINUING TRUSTEES**

The Continuing Trustees hereby represent to the New Trustee that:

- (a) the assets held in the Trust as at the date hereof consist of those assets set out in Schedule A attached hereto; and
- (b) the liabilities of the Trust as at the date hereof consist of those liabilities set out in Schedule B attached hereto.

### 7. **GOVERNING LAW**

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

8. **NOTICES**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party:

(a) if to the Continuing Trustees at:

**c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta , T5N 1R2**

(b) if to the New Trustee:

\_\_\_\_\_  
\_\_\_\_\_

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the tenth day next following the date of its mailing unless at the time of mailing or within ten days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the business day next following the day it was delivered.

9. **COUNTERPARTS**

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

10. **SUCCESSORS AND ASSIGNS**

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties have duly executed this Deed as of the day and year first above written.

\_\_\_\_\_  
Catherine Twinn, in her capacity as Continuing  
Trustee of the Trust

\_\_\_\_\_  
Everett Justin Twin, in his capacity as  
Continuing Trustee of the Trust

\_\_\_\_\_  
Roland Twinn, in his capacity as Continuing  
Trustee of the Trust

\_\_\_\_\_, in his/her capacity as  
New Trustee of the Trust

\_\_\_\_\_  
Bertha L'Hirondelle, in her capacity as  
Continuing Trustee of the Trust

**Schedule A**  
**to the Deed of Appointment of Trustees of the**  
**Sawridge Band Inter Vivos Settlement**

**Assets of the Sawridge Band Inter Vivos Settlement**  
**Trust**

All shares in Sawridge Holding Ltd.

**Schedule B**  
**to the Deed of Appointment of Trustees of the**  
**Sawridge Band Inter Vivos Settlement**

**Liabilities of the Sawridge Band Inter Vivos**  
**Settlement Trust**

1. NIL

## DEED TO LIMIT TERM OF APPOINTMENT OF NEW TRUSTEE – THE SAWRIDGE TRUST

THIS DEED is made the \_\_\_\_ day of \_\_\_\_\_, 2014.

### WHEREAS:

- (A) Clara Midbo has passed away on the 13<sup>th</sup> day of July, 2014;
- (B) Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, and Everett Justin Twin (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as The Sawridge Trust (the "Trust");
- (C) The Trust Deed creating the Trust dated the 15th day of August, 1986 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees appointed \_\_\_\_\_ (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust for the limited term of three years commencing on \_\_\_\_\_, 2014;
- (E) The New Trustee desires to accept **his/her** appointment as a trustee of the Trust for the limited term of three years commencing on \_\_\_\_\_, 2014;

**NOW THEREFORE THIS DEED WITNESSETH** that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### 2. APPOINTMENT

The Continuing Trustees and the New Trustee agree that the New Trustee is appointed for the limited term of three years commencing on \_\_\_\_\_, 2014.

### 3. TERMINATION OF APPOINTMENT

The New Trustee agrees to sign a resignation as a Trustee of the Trust within three years of \_\_\_\_\_, 2014 and agrees to take all steps to transfer to the Continuing Trustees and any subsequently appointed Trustee ("Subsequent Trustee") appointed upon or after the resignation of the New Trustee as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation:

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust; and
- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered.



Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the Subsequent Trustee, the New Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the Subsequent Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

5. **ACCEPTANCE**

The New Trustee accepts **his/her** appointment for the limited term of three years, and agrees to sign all documents necessary to resign in accordance with this Deed.

6. **GOVERNING LAW**

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

7. **COUNTERPARTS**

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

8. **SUCCESSORS AND ASSIGNS**

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF** the parties have duly executed this Deed as of the day and year first above written.

\_\_\_\_\_  
Catherine Twinn,  
in her capacity as Continuing Trustee of the  
Trust

\_\_\_\_\_  
Everett Justin Twin,  
in his capacity as Continuing Trustee of the  
Trust

\_\_\_\_\_  
Roland Twinn,  
in his capacity as Continuing Trustee of the  
Trust

\_\_\_\_\_  
in **his/her** capacity as New Trustee of the Trust

\_\_\_\_\_  
Bertha L'Hirondelle,  
in her capacity as Continuing Trustee of the  
Trust



**DEED TO LIMIT TERM OF APPOINTMENT OF NEW TRUSTEE – SAWRIDGE BAND INTER VIVOS SETTLEMENT**

THIS DEED is made the \_\_\_\_ day of \_\_\_\_\_, 2014.

**WHEREAS:**

- (A) Clara Midbo has passed away on the 13<sup>th</sup> day of July, 2014;
- (B) Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, and Everett Justin Twin (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as Sawridge Band Inter Vivos Settlement (the "Trust");
- (C) The Trust Deed creating the Trust dated the 15th day of August, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees appointed \_\_\_\_\_ (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust for the limited term of three years commencing on \_\_\_\_\_, 2014;
- (E) The New Trustee desires to accept **his/her** appointment as a trustee of the Trust for the limited term of three years commencing on \_\_\_\_\_, 2014;

**NOW THEREFORE THIS DEED WITNESSETH** that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

**2. APPOINTMENT**

The Continuing Trustees and the New Trustee agree that the New Trustee is appointed for the limited term of three years commencing on \_\_\_\_\_, 2014.

**3. TERMINATION OF APPOINTMENT**

The New Trustee agrees to sign a resignation as a Trustee of the Trust within three years of \_\_\_\_\_, 2014 and agrees to take all steps to transfer to the Continuing Trustees and any subsequently appointed Trustee ("Subsequent Trustee") appointed upon or after the resignation of the New Trustee as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation:

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust; and

- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered.

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the Subsequent Trustee, the New Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the Subsequent Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

5. **ACCEPTANCE**

The New Trustee accepts **his/her** appointment for the limited term of three years, and agrees to sign all documents necessary to resign in accordance with this Deed.

6. **GOVERNING LAW**

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

7. **COUNTERPARTS**

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

8. **SUCCESSORS AND ASSIGNS**

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF** the parties have duly executed this Deed as of the day and year first above written.

\_\_\_\_\_  
Catherine Twinn,  
in her capacity as Continuing Trustee of the  
Trust

\_\_\_\_\_  
Everett Justin Twin,  
in his capacity as Continuing Trustee of the  
Trust

\_\_\_\_\_  
Roland Twinn,  
in his capacity as Continuing Trustee of the  
Trust

\_\_\_\_\_  
in **his/her** capacity as New Trustee of the Trust

\_\_\_\_\_  
Bertha L'Hirondelle,  
in her capacity as Continuing Trustee of the  
Trust

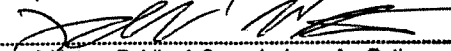


This is Exhibit "K" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017



A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

**TAYLOR J. WATTS**  
Student-at-Law

# **Margaret (Peggy) S. Ward, PhD**

R.R.5 Station Main, Wetaskiwin, AB T9A 1X2

Phone (780) 352-5655 (h) \* (780) 312-3287 (c)

E-mail: peggyward2@yahoo.com

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## **Education**

Graduate: Ph.D. Educational Policy & Administrative Studies, 1992  
University of Calgary, Calgary, Alberta  
Dissertation Title: Federal Policy for Post-Secondary Support  
to First Nations

M.Ed. Indian and Northern Education Program, 1988  
University of Saskatchewan, Saskatoon, SK  
Thesis Title: Indian Education in Canada: Implementation of  
Educational Policy, 1973-1978

Undergraduate: B.A. Native Studies, 1985  
University of Lethbridge, Lethbridge, AB

B.Sc. Education, 1970  
University of Illinois, Champaign-Urbana, IL

## **Other Credentials**

Alberta Permanent Professional Teacher Certificate (116306M)  
Illinois Professional Teaching Certificate

## **Board Experience**

Trustee-in-Training, Sawridge Trusts, 2004-2007  
Management Team (Maskwacîs Cultural College) Co-representative  
for Maskwacîs Cultural College Board of Governors Meetings, 1998-9/2004

## **Administrative Experience**

Learning Facilitator, Northern Lakes College, Oct. 2004- June 2012  
Management Team, Maskwacîs Cultural College, 1998-Sept.2004  
Dean, Academic Affairs, Maskwacîs Cultural College, 1998-Sept.2004  
Head, University Studies Program, Maskwacîs Cultural College, 1992-Sept.2004  
Principal, Maskwachees Cultural School (Adult High School), 2001-Sept.2004

## Teaching Experience

### Professor

- Maskwacis Cultural College [MCC], 1998-6/2004, Native Studies and Education courses (university transfer)

### Sessional Professor

- University of Alberta, 1992-1997, Native Studies [at MCC]
- Augustana University College, 1992-1997, Education [at MCC]
- University of Saskatchewan, 1987, ITEP Program

### Instructor

- Northern Lakes College, part-time sessional instructor for online courses (Aboriginal Studies 20 and Aboriginal Studies 30), 9/2012-6/2014
- Northern Lakes College, Loon River, Alberta, 10/2004-6/2012
- Maskwacis Cultural College, Hobbema, Alberta, 1991-98
- Alberta Vocational Center, Grouard, Alberta, 1978-1983

### Teacher

- Northland School Division #61, Big Prairie (Peavine) Métis Settlement, 1975-1978, Grade 5-6 Combined
- Spring Valley School Division (Illinois), 1971-1974, Grade 5

## Awards and Honors

Killam Scholar, 1989-1991

Province of Alberta Graduate Fellowship, 1988-1989

University of Saskatchewan Scholarship, 1987-1988

Illinois State Scholarship, 1965-1970

James Scholar, 1965-70 (Univ. of Illinois)

## Areas of Research Interest

Political, legal and historical relationships of First Nations and Canada  
National-level policy development of First Nations education in Canada  
Federal post-secondary support to First Nations citizens  
Teacher-training experiences of First Nations Citizens  
Processes of conscientization (as developed by Paolo Freire, *Pedagogy of the Oppressed*)

## Publications

Indian Education: Policy and Politics 1972-1982, Canadian Journal of Native Education, v.13(2), 1986.

## Professional Activities

Member (representing Maskwacis Cultural College), Treaty Six Education Commission, 1994-1997

Member (representing Maskwacis Cultural College), University of Alberta School of Native Studies Council, 1995-Sept. 2004

Member (representing Maskwacis Cultural College), University of Alberta Faculty of Education College Liaison Committee, 1994-2001

## References

Available on request

Margaret (Peggy) S. Ward, PhD



This is Exhibit "L" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D. 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

# **Special Trustee Meeting Minutes**

Sawridge Inn Edmonton South, Edmonton

12 August 2014

**Attendees:** Bertha L'Hirondelle, Justin Twin, Catherine Twinn, Roland Twinn

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

## **1. Opening and Prayer**

Brian called the meeting to order at 12:30 PM. The opening prayer was led by Roland.

## **2. Remembering Clara Midbo**

Brian noted that Clara passed away one month ago and that, as we gather to appoint a Trustee to replace Clara, it was fitting that we remember her. Brian noted that he found Clara an interesting lady, gracious, charming, trustworthy, tolerant, dedicated to others, analytical, fair, considerate, politically savvy, eloquent when needed but shy, a big picture thinker, a perfect grandma, wise counsel and a good friend. He asked if others wanted to make any comments.

Roland noted that he will miss Clara's quiet strength and that it will be tough to fill her position. He said that Clara gave him quiet counsel.

## **3. Agenda**

The agenda and supporting documents were sent out by registered mail and email to everyone.

**2014-038 Moved by Justin, seconded by Bertha that the agenda be accepted as presented.**

**Carried, Unanimously.**

## **4. Trust Matters**

### **4.1 Appointment of a New Trustee**

Paul reviewed his memo to the Trustees outlining the conditions set out in the Trust Deeds for the appointment of a trustee. Brian asked for the guidance of the Trustees on how they wished to proceed with the appointment.

Roland noted that he was not comfortable appointing a non-beneficiary as a trustee at this time because there were too many legal issues and internal matters that needed to be resolved first and that an outsider would not understand. The choices from among the beneficiaries are also limited. Perhaps the Trustees should consider one of the previous Trustees-in-Training, Margaret (Peggy) Ward or Deana Morton, as possible candidates.

Justin noted that he had given the matter a lot of thought but has no suggestions. He noted that he did not want to appoint anyone who will have to go through the problems he faced getting appointed as a Trustee. Justin is also not comfortable with an outsider at this time until outstanding legal matters are resolved. He also noted that at least the previous Trustees-in-Training had had some preparation and resources to deal with being a trustee.

Bertha thought that Peggy Ward would be a good choice because she is beneficiary of both the 1985 and 1986 Trusts and has been a long-standing member of the Sawridge

## **Trustee Meeting Minutes, 15 April 2014**

First Nation even though she married in. Bertha had called Margaret to see if she would be interested. Margaret told her that she would be honoured to be considered.

Catherine handed out a proposal that she had prepared for the Trustees. She noted that there were two résumés attached, one for June Sayers, a First Nations woman living in Victoria, BC who is highly regarded and who has experience as a chief, and is presently the National Economic Development Chair at the Faculties of Business and Law at the University of Victoria, and one for Victor Leginsky, a mediator and arbitrator with law experience presently living in Dubai but planning to move back to Edmonton area. Catherine also prepared a Trustee skills matrix. She feels that the Trusts need to have these skills and that having these skill sets will position the Trusts well into the future and is best for the beneficiaries present and future. The proposal also includes a process to have a recruitment team to recruit a new Board of Trustees. She recommends that all the current Trustees be replaced immediately. Bios for the members of the recruitment team were attached to the proposal.

Roland asked if the proposal envisioned a Board made up of all outside trustees.

Catherine answered that a Board should be built that is best suited to the needs of the Trusts. The Board could include current Trustees and other beneficiaries.

Justin noted that the Trust Deeds do not presently permit a Board that is entirely made up of non-beneficiaries. He feels that the maximum number of trustees should be beneficiaries.

Roland stated that he is not willing to give up the Trustees responsibility to appoint trustees as set out in the Trust Deeds.

Catherine stated that she is not recommending a non-beneficiary Board.

Brian noted that if the Trustees wanted to appoint all non-beneficiaries then the Trust Deeds would have to be varied.

Catherine asked what changes would need to be made.

Paul noted that Donovan Waters had begun working on a revised set of Trust Deeds before our Application for Advice and Direction.

Catherine stated that the Trust Deeds needed substantial changes and that she has developed a lengthy check list of the needed changes that better reflect the needs of the Trusts to manage the close to \$210 million in assets likely by 2015. She noted that her proposal recommended involving people with significant experience in First Nations' trusts and who could grow the Trusts. She asked if the changes to the Trust Deeds could be accomplished using the 80% beneficiary approval rule or if the Deeds would need to be amended through a Court Application.

Brian reminded the Trustees that the business of the meeting was to fill the current vacancy on the Board of Trustees. He pointed out that there were in reality, three proposals on the table, one to appoint Peggy Ward or Deanna Morton, a second to appoint Jane Sayers or Victor Leginsky as a new Trustee and the third to hire a recruitment team empowered to identify at least two outside Trustees and possibly replace the entire Board of Trustees.

Roland felt that it was not necessary to appoint outsiders at this time and that beneficiaries would not support this move. The outsiders could be hired as consultants if needed. He also felt that the Trust Deeds could not be varied until the present Court Application was completed so that we can identify the beneficiaries of the 1985 Trust.

## **Trustee Meeting Minutes, 15 April 2014**

Justin felt that Catherine's proposal was trying to build a Board of Trustees to supervise the Board of Directors. He did not feel comfortable appointing outsiders to the Board until he had a chance to consult the beneficiaries.

Bertha pointed out that beneficiaries would not accept the appointment of outsiders. She said that many of the beneficiaries did not understand the Trusts and would need to be consulted before outsiders were appointed.

Justin stated that Catherine's proposal was something that the Trusts could possibly work toward over the next few years while the matter of identifying the 1985 Trust beneficiaries was resolved and beneficiaries were informed of the history of the Trusts. He noted that there has been a lot of change in the Trusts in the last 10-15 years and that beneficiaries need to be consulted. He felt that it was premature to deal with Catherine's proposals today.

Brian noted that the Trustees have set in motion a number of activities that needed to be seen to their conclusion, e.g., identifying the beneficiaries, accounting to the beneficiaries and consulting the beneficiaries on the current and future benefits.

Catherine stated that the engagement of the beneficiaries was not precluded by having three beneficiary Trustees and two outside Trustees. She stated that she agrees that an engagement and communication strategy should be implemented for the beneficiaries. The beneficiaries would welcome an open, fair, accountable process based on skills, qualities and diversity. She felt that the recruitment team could connect with all the beneficiaries. She felt that the skills matrix, especially diversity factors (representing all families) needed to be implemented.

Bertha felt that we should focus on replacing Clara now rather than waiting for a long process.

Roland pointed out that Catherine's proposal could be considered at a special meeting in October and implemented over the next three years after the Court challenges are cleared and that the Trustees should appoint an immediate replacement for Clara.

Brian pointed out that the Trustees needed to do their due diligence on Catherine's proposal having just received it.

Justin agreed with Roland that Catherine's proposal could be considered in the future and implemented as a succession plan over the next two to three years.

Catherine stated that due diligence requires a process and that appointing a replacement trustee today would be foolhardy.

Justin asked how the trustees-in-Training were trained.

Paul stated that, according to the minutes, Trustees-in-Training was a defacto job-shadowing program. Trustees in Training received the full Board packages and attended all aspects of the Trustee meetings. They were not allowed to vote. They were meant to replace existing Trustees but, since no vacancies were imminent, those in training left until they may be needed at a later date.

Roland confirmed that the Trustees-in-Training were meant to replace existing Trustees. He stated that they gained experience and training by attending Trustee meetings as non-voting members.

Justin stated that if these Trustees-in-Training have not been terminated then he was ready to appoint one of them as a replacement Trustee.

## Trustee Meeting Minutes, 15 April 2014

Roland stated that he felt that the Trustees should proceed with appointing a replacement Trustee and that at a special meeting in October the Trustees should consider the other proposal and develop a plan to implement it over the next two to three years. He felt that a term limit of two years should be set on the new Trustee and that Deana Morton or Peggy Ward be chosen. He felt that the proposal would take at least six months to enact.

Brian stated that there were four names under consideration, Judith Sayers, Victor Leginsky, Deana Morton and Peggy Ward. Trustees could choose to appoint a replacement Trustee, not appoint a Trustee at this time and go with Catherine's proposal or appoint a replacement Trustee and review the proposal later.

**2014-038 Moved by Roland, seconded by Bertha that Margaret (Peggy) Ward be appointed as a Trustee for the 1985 Trust effective 12 August 2014 replacing Clara Midbo who passed away 13 July 2014.**

**Carried, 3 in favour Catherine opposed.**

**2014-039 Moved by Roland, seconded by Bertha that Margaret (Peggy) Ward be appointed as a Trustee for the 1986 Trust effective 12 August 2014 replacing Clara Midbo who passed away 13 July 2014.**

**Carried, 3 in favour, Catherine opposed.**

**2014-040 Moved by Bertha, seconded by Justin that the Deed to Limit Term of Appointment of New Trustee to a term of 3 years.**

**Carried, 3 in favour, Catherine opposed.**

**2014-041 Moved by Justin, seconded by Roland that the new trustee be asked to indicate her adherence by signing on to the existing Code of Conduct contract between the current Trustees.**

**Carried, 3 in favour, Catherine opposed.**

Catherine moved that

- a) The motion approving Peggy Ward's appointment be rescinded and that
- b) the proposal be implemented to appoint the recruitment team and ask them to come forward with a process for trustee succession.

Brian stated that he could not accept clause a) as it was against Parliamentary Procedure since it countered a motion already passed. He asked if there was a second for clause b). There was no seconder. The motion failed.

Paul asked the Trustees to remain until the Deeds of Appointment were signed.

Brian asked Catherine if she would be signing the documents. Catherine said that she would not be signing.

Brian asked Catherine a further two times if she would reconsider and sign the documents since this would mean having to go to Court again to transfer the assets. Catherine stated that she would not sign the documents.

**2014-042 Moved by Roland, seconded by Justin that if any Trustee fails to execute the Deed of Appointment of Trustees, the administrator of the trust shall take steps to bring the necessary court applications to approve the steps to effect the appointment of Margaret (Peggy) Ward**

## **Trustee Meeting Minutes, 15 April 2014**

**and to effect the transfer of assets from continuing and former trustees to the continuing and new trustees.**

**Carried, 3 in favour, Catherine abstain because involves her previous decisions.**

### **5. Closing and Next Meeting**

Brian adjourned the meeting at 2:30 PM. The next meeting is scheduled for 16 September 2014.

Signed

---

Brian Heidecker, Chair



**MIDBO, Clara Alice**

With heavy hearts the family of Clara Midbo of Sherwood Park, AB announces her passing on July 13, 2014 at the age of 67 years.

Clara is survived by her loving husband, Gordon; her three children: David (Aimee), Denise and Kristina; her eight grandchildren: Svea, Kieran, Tristan, Casey, Ethan, Sydney, Kylee and Kendra; three sisters: Bertha, Frieda and Vera; as well as numerous nieces, nephews, family and friends. She was predeceased by her parents, Paul and Irene Twin; and nine siblings: Pauline, Sam, Peter, Walter, Edward, George, Chester, Richard and Henry.

A Mass of Christian Burial will be held on Monday, July 21, 2014 at 1:00 p.m. at the Our Lady of Perpetual Help Catholic Church, 13 Brower Drive, Sherwood Park, Alberta, with Monseigneur Jack Hamilton officiating. Interment to follow at the Our Lady of Peace Cemetery, 4814 Meridian Street, Edmonton, Alberta.

If friends so desire, memorial donations may be made to the Cross Cancer Institute, 11560 University Avenue, Edmonton, Alberta, T6G 1Z2 or the charity of one's choice.

Send condolences to

[www.prairiefuneralhome.com](http://www.prairiefuneralhome.com)

**Prairie Sunset Funeral Home Ltd.  
Crematorium**, Westlock, AB  
780-349-5006. Greta Budgen & Garry  
Coderre Funeral Directors.

To view this notice, share your memories,  
express condolences, or add photos go to:  
[edmontonjournal.com](http://edmontonjournal.com), then click on Obituaries

**SAWRIDGE TRUSTS  
TRUSTEE REPLACEMENT  
AUGUST 12, 2014  
CATHERINE TWINN**

I have two Proposals to deal with the form and composition of the Sawridge Trusts that align and position the Trusts for success and are in the best interests of the beneficiaries, present and future.

**Appointment Proposal**

Attached are the Resumes of Judith Sayers and Victor Leginsky.

I propose that they both be considered for the position of Trustee.

The Deeds allow two outside (non-Beneficiary) Trustees. One "outside" position is vacant due to the July 13, 2014 death of Clara Midbo-Twin. The other "outside" Trustee position is occupied by Bertha L'Hirondelle-Twin. There will likely be a need to replace other Trustees, both in the short and longer term, and we should be addressing that immediately.

**Process Proposal**

I propose the establishment of a Recruitment team to manage a Recruitment process. They will recruit a **new Board of Trustees** based on the attached Skills/Qualities/Diversity Matrix document (attached). I recommend all Trustees be replaced, myself included, assuming suitable "Beneficiary Trustees" are confirmed. The recruitment team would short list and/or recommend suitable candidates for appointment.

The recruitment team would be comprised of:

- TE Wealth – Jack Jamieson
- Higgins – Brenda LaRose
- Munro and Associates – Terry Munro

Attached are their Bios.



**SAWRIDGE TRUSTS  
TRUSTEE REPLACEMENT  
AUGUST 12, 2014  
CATHERINE TWINN**

Two years ago, I provided the Trustees with what I then called a Self-Correcting Proposal for Trustee Succession.

That Proposal was rejected.

Since then, no Succession Plan, Skills/Qualities/Diversity Matrix or Agreement on Process has been established that harmonizes with values, principles and policies.

The August 12, 2014 Trustee meeting was quickly called to replace Clara Midbo who died July 13, 2014. Walter Felix Twin was quickly replaced without due process at the January 21, 2014 Trustee Meeting.

I have two Proposals to deal with the form and composition of the Sawridge Trusts that align and position the Trusts for success and are in the best interests of the beneficiaries, present and future.

**Appointment Proposal**

Attached are the Resumes of Judith Sayers and Victor Leginsky.

I propose they both be appointed.

The Deeds allow two outside (non-Beneficiary) Trustees. One "outside" position is vacant due to the July 13, 2014 death of Clara Midbo-Twin. The other "outside" Trustee position is occupied by Bertha L'Hirondelle-Twin who given her age, health and other factors will be stepping down.

**Process Proposal**

I propose the establishment of a Recruitment team to manage a Recruitment process. They will recruit a **new Board of Trustees** based on the attached Skills/Qualities/Diversity Matrix document (attached). I recommend all Trustees be replaced, myself included, assuming suitable "Beneficiary Trustees" are confirmed. The recruitment team would short list and/or recommend suitable candidates for appointment.

The recruitment team would be comprised of:

- TE Wealth – Jack Jamieson
- Higgins – Brenda LaRose
- Munro and Associates – Terry Munro

Attached are their Bios.

## **Personal Qualifications:**

### **Jack Jamieson, Vice President, Aboriginal Services, T.E. Wealth**

T.E. Wealth has roots going back over 40 years (1972) and is represented through its offices in Vancouver, Calgary, Waterloo, Toronto and Montreal. Jack leads the Aboriginal Services practice within T.E. Wealth and in doing so, works exclusively with First Nation Trusts across Canada bringing with him over 35 years of experience within the industry and more specifically, over 18 years working directly with First Nation Trusts.

The Aboriginal Services practice supports over 30 First Nation Trusts from coast to coast which include some of the largest Trusts in the country. Trust assets under supervision are in excess of \$1.5 billion dollars. Of significance, our assistance is completely objective and independent in all our analysis, evaluations and process support.

Jack brings considerable experience assisting with the planning, development and implementation of efficient and cost effective Trust solutions with a specific expertise in (but not limited to) Trust governance and Trustee training.

Jack is a partner member of the Aboriginal Financial Officers Association (AFOA) and serves on the advisory board and membership committee of the National Aboriginal Trust Officers Association (NATOA). He has authored a number of articles for the Journal for Aboriginal Management and is a regular speaker across Canada on First Nation Trust matters.

Jack is also one of the co-developers of AFOA's curriculum on Trust Management entitled "Effective Creation and Management of Trust Structures" which was rolled out by the National Aboriginal Financial Officers Association of Canada in 2013.

Prior to joining TEIC, Jack held the position of Regional Vice President with Ernst & Young's investment consulting practice, as well as working in consultation with the investment arm of one of Canada's leading banks.

# MUNRO & ASSOCIATES INC.

## ■ MANAGEMENT CONSULTANTS ■


**Munro & Associates Inc.** is a management consulting firm specializing in the area of First Nations matters. Munro & Associates Inc. strives to be responsive to the needs of its clients. With this in mind, people with expertise and specialized knowledge in First Nations affairs have been gathered to handle and direct with skill, the many situations and complex matters arising from the activities of First Nations and native business and organizations.


**Munro & Associates Inc.** has proven track record. Over the past twenty nine (29) years the firm has been retained by various First Nations, native organizations, native businesses and individuals to provide advisory, administrative and technical services in a wide variety of areas. Our clients have included the Samson Cree Nation, Lubicon Lake Cree Nation, Ermineskin Nation, Stoney Tribal Administration (Bears paw, Chiniki and Wesley Nations), Siksika Nation, Swampy Cree Tribal Council (Manitoba), Pikani Nation, Tsuu T'ina Nation, Blood Tribe, Enoch Cree Nation, Montana Cree Nation, Union of B.C. Indian Chiefs, Onion Lake Cree Nation, Flying Dust First Nation various native-owned businesses, numerous Trusts including Kisoniyaminaw and Neyaskweyahk Trust Funds and several other aboriginal organizations.

**Munro & Associates Inc.** encourages First Nations and native entrepreneurs to capitalize on opportunities to build strong and viable communities, economies, businesses and institutions, create employment and hasten the goal of economic self-sufficiency for the First Nations communities as a whole.

**Munro & Associates Inc.** provides advisory/management consulting services and has specialized knowledge, experience and research abilities in the areas of:

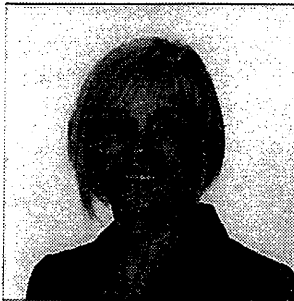
- ESTABLISHMENT AND ADMINISTRATION OF TRUSTS (Heritage, Education, Economic Development)
- LARGE CAPITAL AND INFRASTRUCTURE PROJECTS ON RESERVES - ALL STAGES
- PROCUREMENT OF FINANCING FOR CAPITAL PROJECTS ON AND OFF RESERVE
- GOVERNMENT PROGRAMMING AND SERVICES - FEDERAL AND PROVINCIAL
- COMMUNICATIONS AND MEDIA STRATEGIES FOR FIRST NATIONS
- RESEARCH AND TECHNICAL REPORT WRITING INCLUDING ANNUAL REPORTS
- LIAISON WITH DEPARTMENT OF INDIAN AFFAIRS - COMPLEX NEGOTIATIONS
- BUSINESS PLANNING AND ECONOMIC DEVELOPMENT ON RESERVES
- TRANSFER OF CAPITAL MONIES UNDER INDIAN ACT
- VARIOUS CLAIMS AGAINST FEDERAL AND PROVINCIAL GOVERNMENTS
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- POLICY DEVELOPMENT AND STRATEGIC PLANNING FOR FIRST NATIONS
- BUSINESS AND FINANCIAL PLANNING FOR NATION OWNED BUSINESSES
- FEASIBILITY STUDIES AND PROPOSALS
- HUMAN RESOURCES DEVELOPMENT, SEARCH AND PLACEMENT SERVICES - INCLUDING BOARD DIRECTORS/TRUSTEES
- LEGAL, ACCOUNTING, ARCHITECTURAL AND OTHER PROFESSIONAL REFERRAL SERVICES
- TREATY AND TREATY RIGHTS ISSUES
- NATIVE EDUCATION - FIRST NATION OPERATED PROGRAMS AND CAPITAL PROJECTS
- ABORIGINAL HEALTH CARE ISSUES
- RESERVE TRANSPORTATION AGREEMENTS
- TRIBAL POLICING/RCMP AGREEMENTS/DETACHMENTS ON RESERVE

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## Brenda LaRose

Executive Search Partner at Leaders &amp; Co.

brenda@leadersinternational.com

Winnipeg, Canada Area | Human Resources

Current Leaders & Co., Higgins Executive Search  
 Previous The Bentley Consulting Group, DGS Personnel  
 Education Rotman School of Management & Institute of Corporate  
 Director's Corporate Governance College

[Send Brenda InMail](#)
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connections

ca.linkedin.com/in/brendalarose1

Contact Info

### Background

#### Summary

Brenda LaRose is a Certified Human Resource Management Professional (CHRP) and a Certified Management Consultant (CMC) with more than 22 years of experience in executive search and recruitment.

Brenda is the Managing Partner of Leaders & Co. Executive Search in Winnipeg. Leaders & Co. Executive Search has offices across Canada in Calgary, Ottawa, Toronto, Montreal & Quebec City.

She is the founder of Higgins Executive Search, Canada's premiere Aboriginal executive search firm. Higgins Executive Search has over 10 years experience recruiting leaders, executives and board members, completing hundreds of successful search engagements for corporations and organizations across a wide range of public and private sectors. Higgins Executive Search has achieved PAR certification at the Gold level through the Canadian Council for Aboriginal Business' Progressive Aboriginal Relations program.

With a certificate in Corporate Governance from the Rotman School of Business and the Institute of Corporate Director's Corporate Governance College, she has a keen interest in and understanding of board governance.

If you would like to discuss your career aspirations or how you can retain the services of Leaders & Co. Executive Search please do not hesitate to add Brenda to your network on LinkedIn; all of Brenda's contacts are private and any communications are always held in strict confidence.

Specialties: Executive search at the board and senior leadership areas with strong expertise in diversity search including Indigenous executive search.

### Experience

#### Executive Search - Managing Partner

Leaders &amp; Co.

March 2012 – Present (2 years 6 months) | 201 Portage Avenue, 18th Floor, Winnipeg, MB R3B 3K6 Canada

Leaders & Co. specializes in the recruitment of executive level and board positions with in-depth market research.

#### Partner

Higgins Executive Search

1999 – Present (15 years) | 201 Portage Avenue, 18th Floor, Winnipeg, MB R3B 3K6 Canada

### People Similar to Brenda



Robyn H.

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Deanne Cockell

Executive Search Consultant at Leaders &amp; Co.



Kathleen Lecuyer

Executive Search



Annette Kohut

Executive Search Associate | Talent Sourcer | People First Recruitment &amp; Executive Search



Karin Pooley

Vice-President, Recruitment &amp; Executive Search at People First Recruitment &amp; Executive Search



Gail Eckert

Senior Recruitment and Business Development Professional -- specialist in mid to senior level search



Kazia Paradis

Client Services Administrator at Higgins Executive Search / Leaders &amp; Co.



Pamela Habing

Marketing &amp; Proposal Development Lead | People First Recruitment &amp; Executive Search

Chad McDaniel

Higgins Executive Search is a national boutique retainer executive search firm. Headquartered in Winnipeg with an office in Ottawa, the firm has established itself as the premier firm of its size in Canada placing senior executives and board members. The firm is recognized internationally for an area of expertise placing Indigenous executives.

### Consultant

The Bentley Consulting Group

1997 – 1999 (2 years)

Accomplishments include the development and successful introduction of a nation-wide practice focusing on mid to senior level searches, organization and human resource consulting for Aboriginal professionals. Representing the firm I facilitated numerous presentations, workshops on the changing workforce, productivity through people, time management and recruitment and selection.

### Branch Manager

DGS Personnel

1990 – 1995 (5 years) | Oakville, Ontario

Accomplishment include opening branch during recession; achieving steady growth to make the branch profitable with \$5,000,000+ in annual sales; servicing all types of industries including service, retail, medical, manufacturing, financial, and the public sector. (Recipient of Excellence in Training Award from Premier of Ontario, Bob Rae – 1994).

Chief Networking Officer/ Execs In The Know -  
"Voice of the Customer Radio"/Event  
Services/Executive Search

## Organizations

### Seven Oaks General Hospital

Member, Board of Trustees

### Centre for Aboriginal Human Resources Development

Member, Board of Directors

### Additional Organizations

Canadian Council of Aboriginal Business, Human Resources Management Association of Manitoba, Aboriginal Financial Officers Association of Canada, Aboriginal Human Resource Council, Manitoba Metis Federation, Aboriginal Centre of Winnipeg, Institute of Corporate Directors of Canada - Manitoba Chapter, TEC Canada, CMC Canada

## Skills & Endorsements

### Top Skills

33 - Recruiting

22 - Executive Search

13 - Training

Leadership

Leadership Development

Personnel Management

12 - Management

10 - Human Resources

7 - Policy

6 - Strategic Planning

Brenda also knows about...

[37](#) Organizational... [36](#) Coaching [35](#) Public Speaking [29](#) HR Consulting  
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[13](#) Event Planning [11](#) Board Governance [10](#) Non-profits [9](#) Talent Acquisition  
[8](#) Marketing Strategy [See 25+](#)

## Education

### **Rotman School of Management & Institute of Corporate Director's Corporate Governance College**

Certificate in Corporate Governance, Directors Education Program - Institute of Corporate Directors

### **The Canadian Council of Human Resources Associations**

Certified Human Resource Professional (CHRP) Designation

### **Toastmasters International**

ATM Designation

### **University of Manitoba**

Human Resources Management Certificate

## Additional Info

### **Interests**

Current Board Activities: - Board of Trustees, Seven Oaks General Hospital, Winnipeg, MB - Board Member, Centre for Aboriginal Human Resource Development, Winnipeg, MB - Chair, Board of Directors, Mother Earth Recycling

## Honors & Awards

### **Additional Honors & Awards**

PAR (Progressive Aboriginal Relations) Certified - Gold Level

## Sawridge Trusts

2 outside Professional Trustees

3 Inside 1985 & 1986 "Beneficiary" Trustees who are Not Elected Officials of the First Nation

### Board of Trustees – Skills, Qualities and Diversity Matrix

SKILLS / EXPERIENCE / KNOWLEDGE										
Please indicate your knowledge, skills, and experience for each category										
	Advanced = 3	Good = 2	Fair = 1	None = 0						
Board Name	[Name]	[Name]	[Name]	[Name]	[Name]	[Name]	[Name]	[Name]	[Name]	TOTAL
<i>Years on Board</i>										
Administration										
Finance & Banking										
Accounting										
Investment										
Corporate/Business										
Construction/Project Management										
Governance & Board										
Government Relations										
Human Resources Management										
Policy										
Legal										
Knowledge of and Administration of Trusts.										
The total dollar value of <i>all</i> trust assets and the number of trust relationships administered by your firm in Canada.										
The total dollar value and number of relationships <i>specific to any First Nation, Métis or Inuit</i> Trusts administered in Canada.										







## DIVERSITY QUESTIONS

Gender	Geographical Location	Languages Spoken	Other Diversity Factors
Female: #	[Prov. /Terr.]: #	[Language]: #	-Aboriginal
Male: #	[Prov. /Terr.]: #	[Language]: #	-First Nation Trust Experience
	[Prov. /Terr.]: #	[Language]: #	-Unique Personal History
	[Prov. /Terr.]: #	[Language]: #	-Self-Awareness and human development (e.g. implicit biases - examined to ensure non-discriminatory judgments and decisions)
			- A person the three families – Wards, Twins, Potksins – can have confidence in (e.g. free of implicit biases against them and their family).
			-A Person who models Spiritual Values and Qualities: Kindness Compassion Understanding Wisdom Love Truth Honesty Humility

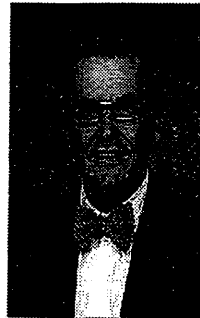
*\*\* Other than business - i.e. not-for-profit, sports, culture*

# Arbitralis

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Victor P. Leginsky, B.Ed., J.D., FCI Arb  
Chartered Arbitrator, Certified Mediator  
[vleginsky@arbitralis.com](mailto:vleginsky@arbitralis.com)

+971 50 4573770



## Profile

Victor P. Leginsky, Canadian citizen, is an experienced international arbitrator and mediator **resident in Dubai, UAE** since 2007. He brings over 25 years of arbitration and mediation experience from Canada. Victor has earned the internationally-recognized designations of **Chartered Arbitrator and Fellow** from the **Chartered Institute of Arbitrators**. Victor is a **CEDR** (Centre for Effective Dispute Resolution, London) **accredited mediator** and has prior high-level **mediation** experience having been appointed by the Attorney General of British Columbia, Canada, to be the **Chair of the Manufactured Home Park Dispute Resolution Committee**. He is a committee member of the **International Court of Arbitration (ICC) Canada**. He co-instructs, with Prof. Dr. Klaus Peter Berger a practical course in **International Commercial Arbitration** in Dubai. He is registered as a **Barrister** with the **Dubai International Financial Centre (DIFC) Courts**. He is a co-regional director of the **Association of International Petroleum Negotiators (AIPN)**. He is a member in good standing of the **Law Society of British Columbia, Canada**.

## Current Positions in Arbitration and Mediation

**2007- Present – Arbitrator in over 60 cases, *Ad Hoc* & institutional** – Construction focus; International Chamber of Commerce International Court of Arbitration (**ICC**); *Ad hoc* **UNCITRAL** Rules; London Court of International Arbitration (**LCIA**) Users' Council; Dubai International Arbitration Centre (**DIAC**); Abu Dhabi Commercial Conciliation & Arbitration Center (**ADCCAC**); Kuala Lumpur Regional Centre for Arbitration (**KLRCA**);

- Arbitrated matters both as Chair and as Tribunal Member in complex contractual matters (largely real estate, construction and project).
- Actively involved in the field of dispute resolution in oil & gas, construction, international contracts; training in the discipline.

## Mediation

**CEDR Accredited Mediator; Chosen to speak on Mediation for the ICC in the Middle East, 1 May 2014 and 28 May 2014; Mediation accreditation for Royal Institution of Chartered Surveyors**

## Prior Relevant Experience

1995- 2007      Lawyer      Vancouver, British Columbia, Canada  
**Practice of Law and Arbitration**

- Practiced as both Barrister and Solicitor.
- Counsel in arbitrations, admin hearings & court for corporate clients.

## Victor P Leginsky, ChArb., Cert. Med. 2014mc

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### Mediation

1998- 2002                      Government of British Columbia                      Canada

#### **Chair, Manufactured Home Park Dispute Resolution Committee**

- Chair of a committee of mediators responsible to resolve complex housing disputes for the Province of British Columbia.
- Public sector managerial responsibilities.
- Public relations and speaking responsibilities to promote the program.

1994- 1995                      Canada Labour Relations Board                      Canada

#### **Tribunal In-house Counsel**

- Counsel to a senior governmental board responsible to resolve national disputes in various sectors including air, rail and marine transportation.
- Conducting cases before Federal Court of Appeal on behalf of the Board.

1984-1994                      Lawyer & Arbitrator, Edmonton, Alberta, Canada

#### **Practice of Law and Arbitration**

- Practiced as both Barrister and Solicitor.
- Counsel in arbitrations, admin hearings & court for unions and private clients.
- Arbitrator on more than 20 cases.

### Academic

1971-1975                      University of Alberta                      Edmonton, Canada.

- **Bachelor of Education (B.Ed.).**

1979-1982                      University of Alberta                      Edmonton, Canada

- J.D., or "Juris Doctor" degree

- **Member, Law Society British Columbia**

### Arbitration Cases (please see "Arbitration Experience" below)

Appointed **Chair or arbitrator** tribunal member in over 60 cases.

**Counsel** in 13 reported arbitration cases and others not reported due to confidentiality rules.

### References

Available as appropriate, upon request

### Contact

Email: [vleginsky@arbitralis.com](mailto:vleginsky@arbitralis.com)

Mobile/SMS: +971 50 4573 770; Fax: +971 4 3702 355

Courier: Office 102, Ontario Tower, Business Bay

P.O. Box 334468, Dubai, UAE

---

**Arbitration Experience**

1. Co-Arbitrator; UNCITRAL Rules *ad hoc* case construction-related case seated in Qatar involving an African company against a Qatari company (current);
2. Chairman, UNCITRAL Rules *ad hoc* case involving the Gulf branch of a UK company against a foreign state (current);
3. Chairman, high-value construction matter involving a large UAE hotel-entertainment complex (current);
4. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over a property unit contrary to the contract and the UAE law;
5. Co-arbitrator, three person tribunal, in a dispute between two companies over the sale and purchase of eight property units contrary to the contract and the UAE law, with jurisdictional issues;
6. Sole arbitrator in a dispute alleging a failure on the part of two real estate developers to reimburse for a failure to hand over three property units contrary to the contract and the UAE law;
7. Co-arbitrator in a high-value UAE - Abu Dhabi breach of contract case regarding the supply and infrastructure provision at certain plots of development land;
8. Sole Arbitrator in a UAE - Abu Dhabi breach of contract case between two companies regarding honouring of a settlement deed in a construction-related matter;
9. Sole arbitrator in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law;
10. Chairman of three-person tribunal in a UAE - Abu Dhabi real estate breach of contract case between two companies regarding the provision of certain properties;
11. Chairman of three-person tribunal in a UAE real estate breach of contract case regarding the construction of a high value luxury villa, with a complex interim relief application;
12. Co-arbitrator, three person tribunal, in a dispute between two companies over the provision of land for re-development under the UAE law;
13. Co-arbitrator, three person tribunal, in a complex, high-value dispute between two companies over the provision of land for re-development under the UAE law (current);
14. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law, with complex corporate identity issues involved;
15. Sole arbitrator in a dispute alleging a failure on the part of a real estate developer to hand over property contrary to the contract and the UAE law, with a counter-claim for non-payment;
16. Sole arbitrator in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law;
17. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law;
18. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law (current);
19. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law;
20. Chairman of three-person tribunal in a UAE real estate breach of contract case regarding both the sale and construction of a real estate property;

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21. Chairman of three-person tribunal in a UAE real estate breach of contract case between two companies regarding the provision of seven properties;
22. Chairman of three-person tribunal in a UAE property breach of contract case regarding the provision of a large plot of industrial land for development;
23. Sole arbitrator in a dispute concerning the provision of a real estate property, with many complex jurisdictional issues;
24. Co-arbitrator, three person tribunal in a dispute alleging a failure on the part of one company to hand over six office units to another company;
25. – 26. Chairman of three-person tribunals in respect of five related UAE real estate breach of contract cases involving lengthy leasing arrangements;
27. Chairman of three-person tribunal in a UAE real estate breach of contract case between two companies regarding the provision of a floor in an office tower;
28. Co-arbitrator, 3-person Tribunal, in an ICC construction-related arbitration;
29. Sole arbitrator in a dispute between 2 companies concerning a project development agreement affecting industrial land in the UAE (settled by consent award);
30. Sole arbitrator in a dispute between two companies for the enforcement of a settlement agreement (settled by consent award);
31. Chairman of three-person tribunal in a UAE construction breach of contract case; arbitration through Dubai Courts being run as an *ad hoc* arbitration;
32. Co-arbitrator, three person Tribunal in breach of contract matter; failure to honour contract for sale of a business;
33. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to honour an assignment and complete a number of properties as required by UAE law and under the terms of the contract;
34. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to honour an assignment and complete a number of properties as required by UAE law and under the terms of the contract;
35. Sole Arbitrator in a leasehold interest purchase matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract;
36. Sole Arbitrator in a leasehold interest purchase matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract;
37. Sole Arbitrator in a leasehold interest purchase matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract;
38. Chairman of three person tribunal in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required under the terms of the contract by UAE law;
39. Chairman of a three-person tribunal in a breach of contract case for architectural services (settled);
40. Sole arbitrator in a high value construction contract matter in the UAE relating to project delay, failure to execute and consequent loss of profit in several related projects;
41. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);

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42. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);
43. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);
44. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);
45. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);
46. Chairman of a three-person tribunal in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
47. Chairman of three-person tribunal in UAE in a large breach of contract matter, failing to pay commission on sale of commercial and residential property;
48. Chairman of a three-person tribunal in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
49. Sole Arbitrator in a real estate matter against both a broker and a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
50. Sole Arbitrator in a real estate matter against both a real estate developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
51. Sole arbitrator in a breach of contract for services claim for provision of design services;
52. Member of three person tribunal in matter relating to sale of an apartment (settled);
53. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
54. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
55. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
56. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
57. Arbitrator member of three-person tribunal in a real estate damages claim for construction failure in a property in the UAE;
58. Sole arbitrator in a real estate matter brought by a potential purchaser in the UAE upon the failure of the seller to complete the sale;
59. Chairman of three-person arbitration tribunal in a breach of a construction contract claim by a contractor relating to the supply of steel by the UAE branch of a Malaysian company;

## Victor P Leginsky, ChArb., Cert. Med. 2014mc

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60. Sole arbitrator in a breach of construction contract claim by a major master developer against two large contracting companies regarding a large development in UAE;
61. Member of arbitration panel in a breach of contract case in a college (Canada);
62. Member of arbitration panel in a breach of contract case in a college (Canada);
63. Member of arbitration panel in a breach of contract case in a college (Canada);
64. Member of arbitration panel in a breach of contract case in a college (Canada);
65. Member of arbitration panel in a breach of contract case in the retail food industry (Canada);
66. Member of arbitration panel in a breach of contract case in the retail food industry (Canada);
67. Member of arbitration panel in a breach of contract case in the retail food industry (Canada);
68. Member of arbitration panel in a breach of contract case in the retail food industry (Canada);
69. Member of arbitration panel in a breach of contract case in a college (Canada);
70. Member of arbitration panel in a breach of contract case in an education institution (Canada);
71. Member of arbitration panel in a breach of contract case in the retail drug industry (Canada);
72. Member of arbitration panel in a breach of contract case in a college (Canada);
73. Member of arbitration panel in a breach of contract case in an education institution (Canada);
74. Member of arbitration panel in a breach of contract case in an education institution (Canada);
75. Member of arbitration panel in a breach of contract case in an education institution (Canada);
76. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
77. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
78. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
79. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
80. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
81. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
82. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
83. Member of arbitration panel in a breach of contract case in a food services company (Canada).



***CURRICULUM VITAE***  
**Kekinusuqs**  
**Dr. Judith Sayers**  
**#404-445 Cook St.**  
**Victoria, BC V8V 3Y2**  
**(250) 415-0387**  
**kekinusuqs@hotmail.com**

**EDUCATION**

- |      |  |
|------|--|
| 1993 | Queen's University<br>Honorary Doctor of Laws for work in International and Constitutional Law |
| 1981 | University of British Columbia<br>Law Degree   |
| 1977 | Brigham Young University<br>Business Degree  |

**OTHER EDUCATION**

- |      |  |
|------|--|
| 1985 | Human Rights Course, Strasbourg France   |
| 1980 | University of San Diego at Oxford University, Magdalen College,<br>Oxford, England: Course on International and Comparative Law. |

**CAREER EXPERIENCE**

Sept. 2009 to Present: Strategic Adviser to First Nations and Corporations

- Provide strategic advice to First Nations and Corporations in business, politics, governance and economic development.

March 2014 to Present: Co-Applicant and team member on SSHRC Partnership Development Grant. Grant awarded in March 2014. "The Search for Sustainable Development in the Toquaht Nation."

May 2012-March 2014: Visiting National Aboriginal Economic Development Chair, University of Victoria, Assistant Professor of Law and Business:

- Research issues in Aboriginal Economic Development to help facilitate economic development;
- Host annual Symposium on important issues;

- Develop Relationships with First Nations, organizations, governments, other academic institutions and other relevant parties;
- Taught course in Law entitled "Landscape of Laws Facing First Nations";
- Taught course in Business entitled "Revitalizing Indigenous Economies";
- Guest Lectures in Business and Law Schools on any subject within my expertise-regularly speak to the Business Law Clinic, Environmental Law Clinic and Dispute Resolution Courses;
- Coach for Kawaskihmon Moot Team 2013 and 2014
- Work with Doctoral, Masters and Bachelors students in projects, papers and presentations they may have with respect to business and law;
- External Examiner on Masters Thesis Defence;
- Public Lectures at many faculties within the University in issues with First Nations, business and law;
- Recruitment and retention of First Nations students in both Business and Law.

Oct. 2009 to May 2012: Adjunct and Assistant Professor of Law and Business;  
Entrepreneur in Residence Faculty in Business, University of Victoria.

April 1995-April 2009: Elected Chief of the Hupacasath First Nation, Port Alberni, BC

- Duties include overseeing the government, political, administrative, business development and overall operations of the First Nation.
- Developed all the foundational policy documents such a Comprehensive Land Use Plan and Cedar Strategy and on line Referral system, Comprehensive Community Plan, Economic Development Strategy, Community Energy Plan, Housing Policy, Personnel Policy, Financial Accountability Policy, Business Licensing by-law.
- Negotiated consultation protocols with Governments and companies operating in Hupacasath Territory.
- Engineered court case on consultation on private lands that set an important precedent for BC in 2 separate decisions. *Kekinusuks v the Minister of Forests*.
- Obtained funding and oversaw the language program to preserve and document the Hupacasath Dialect. Program produced 10 books, a calendar with a word a day, DVD's, CD's, interpretive signage in territory, Place Names DVD and a website where all materials are available.
- Acquired a property for the Operation of Youth Group home that houses 6 youth and employs 8 people.
- Developed Choo Kwa Ventures-canoe tours and Gift shop. Developed Run of the River Green Energy Project of 6.5 MW and had 10 more in development stages.

Acquired and developed a 400 hectare woodlot and salvage business. Developed an organic gardening business and an Interpretive Centre that was awaiting final permits. Helped develop an aggregates Business that is permitted in BC and has 3 ports in California.

2006 to 2008: One of three member political Task Group of the First Nations Summit

- The Task Group is authorized by the Summit of Chiefs to carry out specifically mandated tasks on issues related to treaty negotiations in British Columbia.
- As a Task Group Member, was part of the Leadership Council, the Collective Leadership of the 3 Provincial Organization that carry out the political will of the First Nations in the Province and finding ways to implement the New Relationship and the Transformative Change Accord. Was the political lead for the Recognition Working Group that laid foundation for the proposed Recognition Legislation, Housing (led negotiations for signing Tripartite Housing MOU with Federal and Provincial Governments); Economic Development (co-led development of Economic Development Action Plan); Heritage Conservation Working Group (looking at ways to revise Heritage Conservation Working Group and use of s. 4 Agreements) and Gaming Revenue Sharing Initiative. Continue to Co-Chair the Heritage Conservation Working Group to current date.

1994–2009: Chief Negotiator for the Hupacasath First Nation in the BC Treaty Process.

- Responsible for developing mandates and negotiations.
- Negotiated Reconciliation Protocol with Province of BC; Provincial Parks Co-management agreement and agreement with the Regional District of Nanaimo for co-managing Arrowsmith Mastiff Park, negotiated overlap agreements with several First Nations.

1991–2001: Practicing Lawyer for Sayers and Associates, Port Alberni, BC.

- Primary focus on family, insurance, wills and estates and business law. Articled one law student. Practiced in Provincial and Supreme Courts extensively.

1982–1990: Littlechild and Associates in Hobbema, Alberta and Sayers and Associates, Edmonton, Alberta.

- Primary focus on treaty rights, international and constitutional law. Worked extensively with United Nations bodies and specialized agencies on the development of the Declaration of Indigenous Rights, The study on treaties, and the Revision of ILO Convention 169, and related work.

## **ACHIEVEMENTS AND ACCOMPLISHMENTS**

- 2009 Inducted into the Canadian Council for Aboriginal Business "Aboriginal Business Hall of Fame"
- 2008 Atira Women's Resources Society Honouree as an Inspirational Women For 25<sup>th</sup> Gala Anniversary Celebration
- 2008 Silver Award in the Canadian Environmental Awards for Climate Change
- 2006 Finalist in the EcoTrust Buffet Award for Indigenous Leadership
- 2004 Woman of Distinction Award, Alberni Valley Chamber of Commerce
- 2002 Woman of Distinction Award, Alberni Valley Chamber of Commerce
- 1990 Received Bora Laskin Fellowship on Human Rights
- 1981 Harvey Bell Memorial Award for Graduating First Nations Law Student

## **CURRENT POSITIONS HELD**

Chair of the New Relationship Trust Foundation

Board Member for Clean Energy BC

Co-Chair and Founding Board Member for the Island Corridor Foundation

Adviser to the Ch'nook Aboriginal Business Education Program

Advisory Board for the BC Achievement Awards for Aboriginal Business

Co-Chair of the Joint Working Group on First Nations Heritage Conservation

## **OTHER HIGHLIGHTS**

December 2013: Emcee for BC Achievement Foundation Aboriginal Business Awards

Dec. 2008-Dec. 2013: Board of Directors New Relationship Trust, Vice President, Chair of Finance Committee and Human Resources

2013: Part of Steering Committee that oversaw the development of the First Nations Heritage Planning Toolkit (UBCIC publication)

Oct. 2008-Dec. 2013: Public Advisory Panel for the Canadian Electricity

Association.

2009-2012	Advisory Committee to Office of the Auditor General
2007-2012	Board member for Industry Council for Aboriginal Business
2004- 2009	Chair and Board Member of Eagle Rock Materials Ltd and Eagle Rock Aggregates Ltd.
2004-2009	Regional Program Management Advisory Committee, Indian and Northern Affairs Canada regarding Economic Development Programs
2007-2009	Board Member Tourism BC
2004-2009 2011-2013	Chair and President of Upnit Power Corporation and Ltd. Corporation Board member Upnit Power
2003-2009	Chair of Tsu-ma-uss Transformation Society
2005-2009	Board Member Ooh-ah-tluk-kuu-wil Society
2004-2008	Board Member Pacific Salmon Endowment Fund
2002- 2006	Board Member of the Alberni Valley Chamber of Commerce
2000-2004	Board Member, Alberni Clayoquot Regional District for Nuw-chah-nulth Tribal Council
2002	Board Member Port Alberni Economic Development Commission
1993-2000	Board Member and Chair of Haahuupayuk School, Port Alberni, BC
1993	Taught at Human Rights Course in Charlottetown, PEI

**Non-Refereed Contributions**

***Newspaper and Magazine Articles:***

(2014, May 7) Sayers, J.F. After Atleo. Opinion *The Tyee*. Retrieved from [http://thetyee.ca/Opinion/2014/05/07/After-Atleo/?utm\\_source=daily&utm\\_medium=email&utm\\_campaign=070514](http://thetyee.ca/Opinion/2014/05/07/After-Atleo/?utm_source=daily&utm_medium=email&utm_campaign=070514)

(2013, Oct. 25) Sayers, J.F. Include First Nations in renewable energy sector. Opinion: B.C. must live up to promises; native projects could power LNG industry. *Vancouver Sun*. Retrieved from <http://www.vancouversun.com/index.html>

(2013, Nov/Dec) Sayers, J.F. The Possible Demise of First Nations in Clean Energy.

*Aboriginal Marketplace Magazine*, Vol. 2, Issue 6, p. 15.

(2013, Oct. 02) Sayers, J.F., Cutting first nations out of B.C.'s energy industry; B.C. hydro review recommendations would harm independent producers. *Times - Colonist*. Retrieved from <http://www.timescolonist.com/>

(2013, Apr. 02) Rondeau, D., Sayers, J.F., and Shaw, K., B.C. can have a boom without the bust. Opinion: Better policies and planning are needed to manage the province's non-renewable resources. *Vancouver Sun*. Retrieved from <http://www.vancouversun.com/index.html>

(2013, Feb. 20) Sayers, J.F., Parfitt, B. BC Forestry Bill urgently in Need of rewrite. Opinion. Canadian Centre for Policy Alternatives. Retrieved from <https://www.policyalternatives.ca/publications/commentary/bc-forest-bill-urgently-need-rewrite>

(2009, Aug 01) Sayers, J.F., Finding the right path to a new relationship. *Times - Colonist*. Retrieved from <http://www.timescolonist.com/> (2009, Feb 14). Atleo, S. and Sayers, J.F., Four formulas for the future; take advantage of billions available for infrastructure projects. *Times - Colonist*. Retrieved from <http://www.timescolonist.com/>

(2008, Oct 28). Sayers, J.F., Un pays de sauvages. *The Globe and Mail*. Retrieved from <http://search.proquest.com.ezproxy.library.uvic.ca/docview/382682842?accountid=14846>

(2008, Apr 21). Sayers, J.F., Olympic hurdles. *The Globe and Mail*. Retrieved from <http://www.theglobeandmail.com/>

(2003, Nov. 28) Sayers, J.F., What culture means to the Hupacasath. *Alberni Valley Times*. Retrieved from <http://search.proquest.com.ezproxy.library.uvic.ca/docview/345583049?accountid=14846>

#### **Reports:**

(2011) Sayers, J.F., *Economic Development Toolkit for First Nations Economic Development Officers, Chiefs and Councils and Community Members – Basic Information and Guide*. Industry Council for Indigenous Business. <http://www.chnook.org/wp-content/uploads/2012/01/icab-economic-development-toolkit.pdf> (Author)

(2011) Henderson, C. and Sayers, J.F., "The Impact of Climate Change on Canada's First People: Targeting Priority Actions for Adaption", Chapter 4, *Report of the Climate Change Adaptation Project (Canada)*. University of Waterloo and Intact. (Co-Author and Advisory Board member for the report). <http://uwaterloo.ca/environment/sites/ca.environment/files/uploads/files/CCAP-Report-30May-Final.pdf> (Co-Author)

#### **Key Conference Presentations:**

(2014) Sayers, J.F., First Nations Can be a Part of the Solution for Wind Energy-Keynote and panel presentation on Effects of BC Hydro's IRP on First Nations. *CANWEA Western Forum*. Calgary, Alberta.

- (2014) Sayers, J.F., Securing the Aboriginal Advantage. *Globe 2014*. Vancouver BC.
- (2014) Sayers, J.F., First Nations and a Sustainable Energy Future. *Walrus Magazine forum entitled The Walrus Talks a Sustainable Energy Future*. Vancouver, BC
- (2014) Sayers, J.F., The right to say No: Free, Prior and Informed Consent. *Lawyers Rights Watch Canada and Hulqu'minum Treaty Group Public Lecture Series*, Vancouver BC.
- (2013) Sayers, J.F., First Nations on Vancouver Island Histories and Highlights, *Comox Valley Elders College*, Courtney, BC.
- (2013) Sayers, J.F., Forging Partnerships: Building Relationships, *Generate 2013, Clean Energy BC Annual Conference*, Vancouver, BC
- (2013) Sayers, J.F., Earth Day vs. Environment: Do we have to choose? *UBC Dialogues Forums*, Vancouver BC
- (2013) Sayers, J.F., First Nations Heritage Issues-Is Heritage Act a Detractor from Rights. *Canadian Archaeologist Association*, Whistler, BC
- (2013) Sayers, J.F., Real Life Lessons: Engaging Communities, stakeholders and Rights Holders. *Economic Developers of Alberta Annual Conference*, Kananaskis Alberta.
- (2013) Sayers, J.F., Challenges and Opportunities for First Nations in the Energy Sector, *Small Hydro 2013 Conference*, Vancouver, BC
- (2012) Sayers, J.F., Pathways to Recognition of Indigenous Laws: Indigenous laws as a basis for Relationship Building. *Continuing Legal Education British Columbia (CLE BC) Indigenous Legal Orders and the Common Law Conference*, November 15, Vancouver.
- (2011) Sayers, J.F., Assisted in Structuring and providing material for the First Nations Short Course entitled "From Application to Electrons: Overcoming Challenges" 1 day course offered by the *BC First Nations Energy and Mining Council and Clean Energy BC for the Conference Generate 2011*. Participated on 2 panels *On First Nations Role in the Industry*.
- (2011) Sayers, J.F., Energizing Communities for Success. Conference Co-Chair and luncheon Speaker for *the National Aboriginal Energy and Power Association Conference* Calgary, Alberta
- (2010) Sayers, J.F., Indigenous Women and Family Law: Intricacies of the Indian Act. Keynote Speaker *International Bar Association Women's Caucus*, Vancouver, BC
- (2010) Sayers, J.F., A Case Study on Clean Energy. Also panelist on Opportunities for First Nations in the Energy Field. *National Aboriginal Economic development Conference*, Osoyoos, BC
- (2009) Sayers, J.F., Hupacasath First Nation: A Case study in Sustainable Development, *Skoll World Forum on Social Entrepreneurship*, Oxford, England

(2009) Sayers, J.F. First Nations Rights and Title Today-Issues with Exercising Right, *International Academy of International Lawyers, Delivered the Audrey Ducroux Memorial Lecture*, Vancouver, BC

***Other:***

(2010 – present) Dr. Sayers is a regular blogger on the First Nations in British Columbia Web Portal. Her blogs cover successful economic development, issues facing First Nations in economic development, shared decision making models, and analysis of proposed legislation that will impact First Nations such as the Water Sustainability Act and First Nations Governance Act: <http://fnbc.info/blog/100>

(2010) Dr. Sayers completed an environmental scan of Aboriginal economic development resources for inclusion in the First Nations in British Columbia Web Portal: <http://fnbc.info/business-economic-development>

**Refereed Contributions:**

***Policy Research Report***

(2001) Sayers, J. F., & MacDonald, K. A. A strong and meaningful role for First Nations women in governance. *First Nations Women, Governance and the Indian Act: A collection of policy research reports*, 1-54. <http://publications.gc.ca/collections/Collection/SW21-85-2001E.pdf> (Co-Author)

Regular Speaker/Lecturer for many Universities, Conference Series, Businesses, TV and Radio Shows, Churches, Environmental Groups, etc. Written many short papers, op ed pieces, featured in various newspapers, publications and DVD's.



This is Exhibit "M" referred to in the  
Affidavit of

Paul Bujold

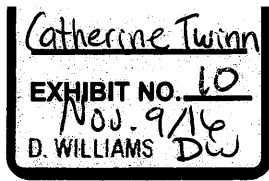
Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law



Action No.: 1403 04885  
E-File No.: EVQ14SAWRIDGEBAND2  
Appeal No.: \_\_\_\_\_

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE OF EDMONTON

IN THE MATTER OF THE SAWRIDGE BAND INTER VIVOS SETTLEMENT,  
APRIL 15, 1985 (the "1985 Trust") and THE SAWRIDGE  
TRUST, AUGUST 15, 1986 (the "1986 Trust")

BETWEEN:

CATHERINE TWINN, as Trustee for the 1985 Trust and  
the 1986 Trust

Applicant

and

ROLAND TWINN, BERTHA L'HIRONDELLE, EVERETT JUSTIN  
TWIN AND MARGARET WARD, as Trustees for the 1985 Trust  
and the 1986 Trust

Respondents

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P R O C E E D I N G S

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Edmonton, Alberta  
October 1, 2014

Transcript Management Services, Edmonton  
1000, 10123 99th Street  
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1 Proceedings taken in the Court of Queen's Bench of Alberta, Law Courts, Edmonton, Alberta

2  
3 October 1, 2014

Morning Session

4  
5 The Honourable  
6 Mr. Justice Ackert

Court of Queen's Bench  
of Alberta

7  
8 K. A. Platten, Q.C.

For the Applicant/Respondent

9 D. C. E. Bonora

For the Respondents/Applicants

10 E. Compton

Court Clerk

11  
12  
13 MS. BONORA:

Sir, my name is Bonora, initial D. I am with the

14 firm of Dentons Canada and my friend Karen Platten is with McLennan Ross, and we are  
15 before you today in respect --

16  
17 THE COURT:

I am sorry. Can I have the names again please?

18  
19 **Submissions by Ms. Bonora (Application)**

20  
21 MS. BONORA:

I am sorry. I am sorry, yes. Bonora, Doris

22 Bonora, B-O-N- O-R-A, and my friend's name is Karen Platten, P-L-A-T-T-E-N. And we  
23 are before you today with respect to an application involving two Trusts that are involving  
24 the Sawridge First Nation.

25  
26 Sir, I am wondering if you have the file. I'd like to refer -- okay, perfect -- some  
27 documents to you in respect of our application. So I will just give you an overview of  
28 the nature of what we are seeking and then I will take you through some more detail.

29  
30 So our application is basically to seek an order to direct that the assets of the Trust be  
31 transferred from a group of trustees with one trustee who has died so the remaining four  
32 trustees, to a new group of trustees with a newly appointed trustee in it. So assets of  
33 Trust are held jointly and so therefore in order to transfer them, it requires the old  
34 trustees, I will call them that, to collectively transfer them to the new trustees. And so we  
35 have had a trustee who died. The Trusts provide for a majority vote on any decision,  
36 including the appointment of trustees. There was a meeting, there was a new trustee  
37 appointed by majority. Then the next step after that would be to sign a transfer of assets  
38 from the old group of trustees to the new group of trustees and we have one trustee who  
39 won't sign. And so we are asking for the Court's direction to transfer the assets to the  
40 new group of trustees with this properly appointed new trustee.

41

1 THE COURT:

Now, you mentioned they'd need the majority

2 approval for appointment of a new trustee. Do you need unanimity to transfer the assets?

3

4 MS. BONORA:

Yes, because they are jointly held.

5

6 THE COURT:

Okay.

7

8 MS. BONORA:

And you may be familiar with the name

9 Donovan Waters who is known as an international expert on Trusts and he actually

10 provided an opinion to these Trusts about the fact that there was a requirement for the

11 jointly held assets to be transferred by the old group of trustees to the new group of

12 trustees.

13

14 We had this exact problem earlier this year where we had a trustee who resigned and

15 there was a properly elected new trustee and the same trustee Catherine Twinn, would not

16 sign the transfer of assets. We came before Justice Nelson (sic), Nielsen in May and he

17 approved an order for the transfer of assets, so I can tell you that there's a very recent

18 precedent with respect to the fact that there was a recognition that when you had a

19 properly elected trustee and we had a trustee who simply wouldn't take the administrative

20 step of signing the joint transfer, that the Court did intervene and did grant an order for

21 the transfer of assets. That order is in our materials.

22

23 THE COURT:

Okay, and Ms. Twinn is the re-elected trustee

24 again, here today?

25

26 MS. BONORA:

Yes. Yes, Sir.

27

28 THE COURT:

Okay.

29

30 MS. BONORA:

And I don't think my friend takes any issue

31 with the fact that the Trusts say that the old -- the trustees who remain, so in this case

32 where we have one trustee die, the trustees who remain can elect a new trustee. I don't

33 think she takes any issue with the fact that that can be done by majority vote and then I

34 will let her tell you why she's here and why she is opposing this.

35

36 So Sir, I would suggest to you that if we looked at the Trusts and I will take you through

37 them if you think you need to, but they are at Tab A of the affidavit sworn by Paul

38 Bujold (phonetic) who is the who is the Chief Executive Officer of the Trust and in --

39 there are two Trusts, there's one in 1985 and 1986 and that's how we refer to them as the

40 1985, the 1986 Trusts. In paragraphs 5 and 13, of both of those documents it provides for

41 the trustees to appoint a new trustee and for a majority vote to be able to take place to

1 allow that to happen.

2  
3 If you were to look at Tab D which is Exhibit D of the affidavit -- sorry, Exhibit E of the  
4 affidavit, you will find Justice Nielsen's order which shows that he ordered that the assets  
5 be transferred from the old group of trustees to the new group of trustees. At that time  
6 my friend was here and Catherine Twinn -- Catherine Twinn wanted to challenge the  
7 eligibility of the trustee that was appointed at that time and Justice Nielsen granted them  
8 the ability to continue with that challenge, but in the meantime there was a properly  
9 elected trustee and the assets he determined and ordered that the assets would be  
10 transferred. So that action has been out there in terms of the fact that it could be brought.  
11 It has only -- so this order was filed in May and took place in May, and my friend has  
12 just only recently served me with an application to deal with that issue. So it obviously  
13 wasn't a totally pressing issue because it only arose and we were only served with it after  
14 we filed this application. And so there are now some other issues that have arisen that  
15 Ms. Twinn also wants to raise and certainly we have no issues with her raising them, we  
16 just don't think that she can hold the trust for ransom and prevent the transfer of assets.

17  
18 I'd like to take you to Exhibit F of the affidavit.

19  
20 THE COURT:

If I could stop you there.

21  
22 MS. BONORA:

Mm-hm.

23  
24 THE COURT:

Sorry, Ms. Bonora. Was this order granted in

25 Chambers?

26  
27 MS. BONORA:

It was.

28  
29 THE COURT:

Okay. Thank you.

30  
31 MS. BONORA:

I am going to take you to Exhibit F of the  
32 affidavit, and I won't take you through all of the minutes of the meeting, but what I do  
33 want to show you is that Catherine Twinn made a proposal at the meeting for many  
34 things, including perhaps the appointment of independent trustees, one from Victoria,  
35 B.C. and one from Dubai, although she says he was planning to move back to Edmonton.  
36 And in the minutes all of her selections, as well as the suggestions for new trustees put  
37 forward by the other trustees, were put to a vote, and ultimately or at least they were --  
38 the chairman said, there were four names under consideration, the two by Catherine Ward  
39 and the other two trustees, potential trustees that had been, what they call trustees in  
40 waiting and ultimately there was a Motion made to appoint Margaret Peggy Ward and that  
41 name was carried three in favour with the minutes reflect Catherine opposing. She was

1 appointed for both of the Trusts, and then when Catherine was asked to sign the transfer  
2 of assets, she refused and then there was a Motion made to bring this application so that  
3 the assets could be transferred.  
4

5 I'd like to also take you to the resume of Peggy Ward because it is quite stellar, and I  
6 think, although you are not here to second guess the choice of the trustees and we are  
7 saying that you actually -- there is in fact power in the Trust. Certainly a Trust is created  
8 by its deed. It's run by its deed. So while Trusts sometimes are compared to  
9 corporations, Trusts only get created by their trustee and the trustee is the document  
10 that governs them until it is amended or changed. It is the document that governs them.  
11

12 If you look at Exhibit G you will see that Peggy Ward has quite an outstanding resume in  
13 the sense that she has a PhD. Her dissertation was in the Federal Policy Proposed  
14 Post-Secondary Support to First Nations. Her Masters was in Indian and Northern  
15 Education. She has a Bachelor in Native Studies. She has been the Dean of Academic  
16 Affairs at the Maskwacis Cultural College. She's been the head of University Studies  
17 Program. She is, by all accounts, a very stellar candidate. She is a member of the  
18 Sawridge First Nation. She's a beneficiary of both Trusts, so I think that even if there was  
19 some ability by this Court to intervene and look at whether she was a qualified candidate,  
20 she certainly is a very qualified candidate to these Trusts.

21  
22 We had asked -- the documents that Catherine Twinn was asked to sign are attached as  
23 Exhibit H and I, which basically approve the appointment and which transfer the assets.  
24

25 I had said to my friend that I understand that Catherine Twinn has problems with the  
26 process and doesn't want to appear on the record as approving the process because she  
27 wants to bring actions to change the process on how trustees are appointed. We are  
28 simply asking -- her opposition to that issue and the opposition to Peggy Ward, is  
29 recorded in the minutes. Now the next step is just to transfer the assets and the asking  
30 her to sign transferring the assets, should not be anything but an administrative step at this  
31 point because there has been a majority of the properly appointed trustees saying that this  
32 should happen and that she should be appointed and therefore the assets should be  
33 transferred.  
34

35 THE COURT:

36 So let me step back for a moment, because I've  
37 heard that a majority vote is required, and unanimity is required, so the minutes of the  
38 meeting reflect that there was a three to one vote approving Ms. Ward as a trustee. Does  
39 the unanimity requirement go simply to the signing of the transfer agreement and  
40 unanimity is supposed to automatically compellingly follow the majority vote?

41 MS. BONORA:

Well, once the majority vote is there and the

1 trustees are properly appointed, then the assets need to be transferred, so at that point  
2 because they are jointly held, they have to have all of the trustees sign. And so the  
3 unanimity really becomes not so much a decision as an administrative step.

4  
5 THE COURT:

Okay.

6  
7 MS. BONORA:

Because it can't be changed. She -- it's not  
8 like we can go backwards and change the trustee to say there has to be unanimity on the  
9 election of the trustees. The trustee is very clear, it happens by majority vote. And so  
10 in the past this has not been a problem. It's only been a problem now, because Catherine  
11 Twinn has taken the position that she voted against this and now she will not take -- go  
12 on with those administrative steps. We are suggesting that of course her action with  
13 respect to Justin Twin, as directed by Justice Nielsen can continue, but obviously that  
14 hasn't happened quickly.

15  
16 The other thing you should know is that the Trust hold shares in a holding company  
17 which has very significant assets. I don't know the number today, but it's somewhere  
18 between probably 150 and 200 million dollars. So these are not insignificant Trusts.  
19 Business deals are happening all of the time. When we were before Justice Nielsen, there  
20 was a business deal pending and there was an annual general meeting that was pending,  
21 and so therefore he found that at that time there was significant urgency that it needed to  
22 be transferred. Certainly, if there is some delay in this, we would need the opportunity to  
23 come back because there will undoubtedly be some urgent need at some point to deal with  
24 the transfer of those assets.

25  
26 THE COURT:  
27 events?

Okay. Can you point to any such imminent

28  
29 MS. BONORA:

There is no imminent need right at this time.  
30 Absolutely, I can't tell you that there is. It will -- if there is a business deal that comes,  
31 the businesses will not be able to carry out the business deal because the shareholdings  
32 will not be accurate on the books of the corporation. So that is the problem that we had  
33 when we were before Justice Nielsen. At this point in time the business records of the  
34 corporation are not accurate, because they would still contain a deceased trustee's name.

35  
36 Certainly you know, in the future I am guessing there will be things that come forward.  
37 Perhaps we can come back. I am suggesting that at that time, the answer will be obvious  
38 that there needs to be a transfer of assets, perhaps with a reservation for Catherine Twinn  
39 to continue her action. Now she has a new action that she also wants to be heard, but  
40 allowing these corporations to go forward. Allowing them to run their business should  
41 not be held up by one trustee who simply has a different agenda than all of the other



1 trustees. There was a proper vote. That should be upheld and it is very unfortunate that  
2 we have to come to Court to deal with, what we see, as a fairly straightforward  
3 administrative step once there has been that majority vote in the Trust. And so we are  
4 asking this Court to intervene just as Justice Nielsen did earlier this year.

5  
6 THE COURT:

Thank you.

7  
8 **Submissions by Ms. Platten (Application)**

9  
10 MS. PLATTEN:

So as the Court has heard we also have an  
11 application before the Court today. It's number 4 on your list and I will speak to that in  
12 time. That particular application has taken time to bring forward because there are a lot  
13 of complicated issues involved.

14  
15 Ms. Bonora's application is very similar to our application. Our application is to  
16 determine the appropriateness of the appointment of Justin Twin as a trustee and also to  
17 deal with appointments of trustees in general, so we are suggesting that a Special  
18 Chambers Application be made to determine all of the issues.

19  
20 As Ms. Bonora indicated Justice Nielsen in his order in May reserved to Catherine Twinn  
21 the right to pursue an action to determine the eligibility of Justin Twin to be appointed a  
22 trustee.

23  
24 I do have to advise the Court, Sir, that in May we suggested that the appointment of the  
25 trustees and the transfer of the assets be split into two separate documents and that  
26 Ms. Twinn would sign the transfer of assets, but they have continually appeared to be in  
27 one document both for that application and this application, and a transfer of assets to  
28 new trustees is necessarily a confirmation of the trustees.

29  
30 Ms. Bonora indicated that Ms. Twinn has a different agenda than the other trustees. I  
31 think that is not an appropriate characterization. I think Ms. Twinn has a different  
32 viewpoint and trustees are allowed to have different viewpoints.

33  
34 In terms of our application, we feel it is critical that we obtain an order restricting access  
35 to file, generally known as a sealing order because of the highly sensitive materials in  
36 Ms. Twinn's affidavit, and therefore we don't want to proceed with our application until  
37 we, at least go through the process of applying for the sealing order.

38  
39 Ms. Bonora referred to the trustee selection process in August where Ms. Ward was  
40 appointed and Ms. Twinn advises me that there were no prior materials given to the  
41 trustees. There is no process in place, and she feels that there should be discussion of

1 trustees of the nominees, and some sort of system in place where there would be a  
 2 determination as to what skill sets the trustees need to compliment the skill sets of the  
 3 trustees already in place. Ms. Twinn has raised this issue many times in trustee meetings.  
 4

5 Ms. Bonora indicated that the selection of trustees is by majority and the transfer of assets  
 6 requires unanimous decision. In her materials she suggests that Ms. Twinn is negligent as  
 7 a trustee in not signing that transfer of assets. As I've explained the document was an  
 8 approval of the trustee and also the transfer of assets, and I would suggest to the Court if  
 9 one trustee does not agree, and states their reasons for not agreeing, that is not negligence.  
 10 It is the trustee trying to fulfill their fiduciary obligation to the beneficiaries and to the  
 11 Trust. Therefore, we are suggesting that it is a two-part process. The first part being that  
 12 we apply for the sealing order with respect to our application, and secondly, that a Special  
 13 Chambers application be set to deal with both Ms. Bonora's and Ms. Twinn's  
 14 applications. The two applications are similar and intertwined, because confirmation of a  
 15 trustee appointment and a transfer of assets is part of the process. Ms. Twinn's  
 16 application deals with the application of Justin Twin, but also the process of trustees being  
 17 appointed.  
 18

19 THE COURT:

When you are suggesting that the matters are  
 20 intertwined and require a Special Chambers Application, you are referring to the matters  
 21 before me today as opposed to the matter that was just filed, permitted by Justice  
 22 Nielsen's earlier decision?  
 23

24 MS. PLATTEN:

The matter with respect -- that was reserved by

Justice Nielsen in May?  
 26

27 THE COURT:

Yes.

29 MS. PLATTEN:

That is what --

31 THE COURT:

Permitting Ms. Twinn --

33 MS. PLATTEN:

Yes.

35 THE COURT:

-- to contest it.

37 MS. PLATTEN:

Yeah, that is part of our application.

39 THE COURT:

Okay, that's -- so you're suggesting that be part  
 40 of a Special Chambers Application?  
 41

1 MS. PLATTEN:

2 The two issues, Sir, the appointment of trustees  
3 and transfer of assets that Ms. Bonora is bringing before you, as well as Ms. Twinn's  
4 application which is with respect to the appointment of Justin Twin, but also asking for  
5 the Court's advice and direction with respect to appointment of trustees.

6 THE COURT:

7 And that arises out of clause 3 of Justice  
8 Nielsen's order.

9 MS. PLATTEN:

10 Correct.

11 THE COURT:

12 That is what I was not quite certain of, so thank  
13 you.

14 MS. PLATTEN:

15 As Ms. Bonora indicated, when we went before  
16 Justice Nielsen, there was some urgency to the matter. There is no urgency at this point  
17 in time, and I would think that the trustees would want to have these matters determined  
18 by a Court so that moving forward, the Trusts and the trustees are operating the way that  
19 they should. And these are very complicated matters. The beneficiaries of the 1986 Trust  
20 are easily discernible. The beneficiaries of the 1985 Trust, we would suggest, are not as  
21 easily discernible, and in fact, have not been discerned to date by the trustees. So the  
22 eligibility of people to act as trustees has not been determined.

23 THE COURT:

24 Okay.

25 MS. PLATTEN:

26 Those are my submissions with respect to  
27 Ms. Bonora's application.

28 THE COURT:

29 Okay. Thank you.

30 **Further Submissions by Ms. Bonora (Application)**

31

32 MS. BONORA:

33 Sir, our application, I believe is very  
34 straightforward, and very simple in the sense that trustee has already been  
35 appointed. There's no suggestion that that was improper. Both Ms. Platten and I forgot  
36 her notice of motion, but she confirmed for me this morning that her notice of motion  
37 does not seek the removal of Peggy Ward. Does not seek to overturn the decision of the  
38 trustees, so the decision that we are asking you to follow this morning, is not even an  
39 issue in the application being brought by Ms. Platten.

40 I can tell you that I believe Ms. Platten's application should be reserved out. We have no  
41 difficulty with that. She said to you that the problem Catherine Twinn has with the

1 documents is that they seek to approve the trustee and do the transfer of assets. I believe  
2 I said to Ms. Platten on the phone, but I will say it in front of this Court now, that if all  
3 she's asking for is to sign a transfer of assets with nothing more, we would absolutely  
4 prepare that and redo the documents because that's all we are seeking. So if that's the  
5 impediment this morning, I can tell you that we would amend those documents, as long as  
6 there was a direction from the Court to have her sign that, because that is not a problem  
7 for us. We understand she opposes the appointment, that's on the record.

8  
9 The documents we drafted were not meant to achieve another agenda in terms of her  
10 approving that. We simply wanted that, the transfer.

11  
12 THE COURT: I thought that invitation might be out there, is  
13 that correct?

14  
15 MS. PLATTEN: Sir, unfortunately we did discuss that, but I was  
16 unable to contact my client before today. She was away at meetings and so I was unable  
17 to contact her with respect to that.

18  
19 THE COURT: Okay. I thought you had advised us, that in  
20 fact that was a possibility that that was a position you articulated this morning.

21  
22 MS. PLATTEN: I am sorry, Sir?

23  
24 THE COURT: I thought you had phrased that as a possibility  
25 in your submissions.

26  
27 MS. PLATTEN: We certainly suggested it in May, Sir, and that  
28 was rejected. We just discussed that the other day, I think it was on Monday of this week  
29 and as I said, I was unable to confirm with my client that she would in fact sign that. I  
30 don't think that she has any objection to signing it, as long as it is a separate document.

31  
32 THE COURT: Well --

33  
34 MS. BONORA: Sir, I think that solves the problem for us this  
35 morning. As long as there is a direction that she, you know, will sign a transfer of assets,  
36 then that's all we need this morning.

37  
38 THE COURT: Okay.

39  
40 MS. BONORA: That's all we need. So I just don't want to  
41 have it where we go away saying she will sign and then we still have a problem that it's

1 not signed, so perhaps as a solution we can say that she will sign it within a week,  
2 otherwise we will be back. I would like to be able to be back in front of you so we don't  
3 have to explain it again.  
4

5 MS. PLATTEN: Sir, I think at this point, it's kind of a moot  
6 point whether you sign it, or whether Ms. Twinn signs it. I think -- I believe that she is  
7 willing to sign the document.  
8

9 THE COURT: Well, let's go that route. As you mentioned in  
10 fairness, this obviously is a complicated matter. It appears, while there are practical  
11 exigencies to running a large Trust, there is not the imminent articulated urgency that  
12 existed before Justice Nielsen. It appears there is a workable solution here that, at least,  
13 would in the short term, address the needs of all parties, with the other matters being  
14 assigned to a Special Chambers Hearing. So Ms. Bonora --  
15

16 MS. BONORA: Bonora, yes.  
17

18 **Order**  
19

20 THE COURT: -- thank you. I am going to direct that  
21 Ms. Twinn sign the transfer of assets. It will be within a relatively short period of time.  
22 Ms. Platten what is workable for you in obtaining your client's signature to that transfer,  
23 one week?  
24

25 MS. PLATTEN: It can be done within one week, I think, Sir.  
26

27 THE COURT: Okay, is that agreeable to you, Ms. Bonora?  
28

29 MS. BONORA: Absolutely, Sir.  
30

31 THE COURT: Okay. So that transfer to be signed by October  
32 the 8th. Are there details that need to be directed to have that order enforced?  
33

34 MS. BONORA: No, Sir. We thought last time we needed  
35 documents signed, but the order allows -- as long as that is signed the corporate solicitors  
36 can do the share transfer.  
37

38 THE COURT: Okay.  
39

40 MS. BONORA: So that's all we -- I think we need to --  
41

1 THE COURT:

You will draft the order for my signature?

2

3 MS. BONORA:

I will, Sir.

4

5 THE COURT:

Okay. Thank you.

6

7 **Submissions by Ms. Bonora (Costs)**

8

9 MS. BONORA:

And we had asked for costs. We would like  
the issue of costs just to be reserved with respect, and deal with in main application.

10

11

12 THE COURT:

That seems fair.

13

14 MS. BONORA:

Thank you.

15

16 THE COURT:

That seems fair. Now, with respect to the other  
matters, Ms. Platten, you were the applicant on number 4 certainly.

17

18

19 MS. PLATTEN:

Number 4, Sir. Just number 4.

20

21 THE COURT:

Number 4, so you are asking that that be

22 adjourned to a Special Chambers sitting?

23

24 MS. PLATTEN:

Yes.

25

26 THE COURT:

That would also follow with number 3, is that

27 correct?

28

29 MS. BONORA:

No, number 3 now is solved.

30

31 THE COURT:

That's the matter before me.

32

33 MS. BONORA:

Yes.

34

35 THE COURT:

Thank you. And are there any other matters  
that need to be combined with that Special Chambers sitting. In other words, does  
number 4 deal with the issue set out in clause 3 of Justice Nielsen's order?

36

37

38

39 MS. PLATTEN:

That's correct.

40

41 THE COURT:

Okay. It does.

1  
2 MS. BONORA: Thank you for your time this morning.

3  
4 MS. PLATTEN: And thank you, Sir.

5  
6 THE COURT: Okay, and thank you for encapsulating a  
7 complicated matter in a relatively brief period of time for my consideration.

8  
9 MS. BONORA: Thank you.

10  
11 THE COURT CLERK: Excuse me, counsel, so the fourth one is that  
12 adjourned sine die for now or. . .

13  
14 MS. PLATTEN: Yeah. We will adjourn number 4 sine die.

15  
16 MS. BONORA: Yes.

17  
18 THE COURT CLERK: Okay.

19  
20 MS. PLATTEN: Thank you.

21  
22 MS. BONORA: Thank you.

23  
24 THE COURT: Thank you.

25  
26  
27 PROCEEDINGS CONCLUDED

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28

29

30

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41

**1 Certificate of Record**

2  
3 I, Erik Compton, certify that the recording is the record made of the evidence in the  
4 proceedings in the Court of Queen's Bench held in courtroom 316, at Edmonton, Alberta  
5 on the 1st day of October, 2014, and that I was the court official in charge of the  
6 sound-recording machine during the proceedings.  
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# 1 Certificate of Transcript

2  
3 I, C. Emblin, certify that  
4

5 (a) I transcribed the record, which was recorded by a sound-recording machine, to the  
6 best of my skill and ability and the foregoing pages are a complete and accurate transcript  
7 of the contents of the record, and  
8

9 (b) the Certificate of Record for these proceedings was included orally on the record  
10 and is transcribed in this transcript.  
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14 Chris Emblin, Transcriber

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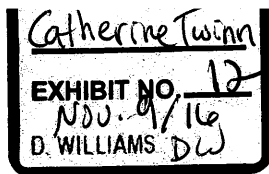
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ToC Pages:	1
Transcript Pages:	14
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Line Statistics	
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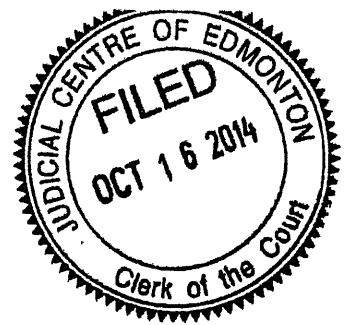
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COURT FILE NUMBER

1403 04885

COURT OF QUEEN'S BENCH OF ALBERTA EDMONTON  
JUDICIAL CENTRE

IN THE MATTER OF THE TRUSTEE ACT,  
R.S.A. 2000, c. T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE  
BAND INTER VIVOS SETTLEMENT and  
THE SAWRIDGE TRUST  
("Sawridge Trusts")

APPLICANTS

ROLAND TWINN,  
BERTHA L'HIRONDELLE, and  
EVERETT JUSTIN TWIN, as Trustees for the  
Sawridge Trusts

RESPONDENT

CATHERINE TWINN

DOCUMENT

ORDER

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Attention: Doris C.E. Bonora  
Dentons Canada LLP  
2900 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3V8

I hereby certify this to be a  
true copy of the original.

  
for Clerk of the Court

Telephone: (780) 423-7188  
Fax: (780) 423-7276  
File No: 551860-1-DCEB

Date on which Order Pronounced: October 1, 2014

Location of hearing or trial: Edmonton, Alberta

Name of Justice who made this Order: Justice L.R.A. Ackert

UPON the application of the Trustees of the Sawridge Trusts; AND UPON being advised that direction was required to transfer the joint assets of the Sawridge Trusts, although no urgency currently exists; AND UPON being referred to the contents of the Affidavit of Paul Bujold and all Exhibits attached thereto; AND UPON hearing from counsel for the Trustees of the Sawridge

Trusts and counsel for Catherine Twinn, including that Catherine Twinn is willing to sign the Transfer of Assets as a separate document, IT IS HEREBY ORDERED AND DECLARED as follows:

1. Catherine Twinn is hereby directed to sign the amended document necessary to transfer the assets of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust ("Sawridge Trusts") from the five previous trustees of the Sawridge Trusts being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, Clara Midbo and Everett Justin Twinn ("the previous trustees") to the new trustees being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, Everett Justin Twin and Margaret (Peggy) Ward ("new trustees") without signing the document which appoints Margaret (Peggy) Ward as a new trustee. The documents shall be signed by October 8, 2014.
2. The determination of costs of this application is reserved and may be heard with the application of Catherine Twinn for advice and direction which is adjourned sine die and shall be heard in Special Chambers in the action involving Catherine Twinn and the Trustees of the Sawridge Trusts being Action # 1403 04885.

"L.R.A. Ackerl"

Justice of the Court of Queen's Bench of Alberta

Consented to as to form and content:



McLennan Ross LLP  
Lawyers for Catherine Twinn

This is Exhibit "N" referred to in the  
Affidavit of

Paul Bujold

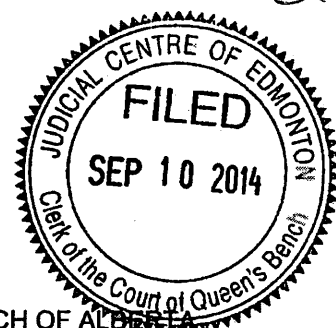
Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law



Clerk's stamp:

COURT FILE NUMBER

1403 04885

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE TRUSTEE ACT,

R.S.A. 2000, c. T-8, AS AMENDED

IN THE MATTER OF THE SAWRIDGE BAND  
INTER VIVOS SETTLEMENT and THE  
SAWRIDGE TRUST ("Sawridge Trusts")

APPLICANTS

ROLAND TWINN,  
BERTHA L'HIRONDELLE and  
EVERETT JUSTIN TWIN, as Trustees for the  
Sawridge Trusts

RESPONDENT

CATHERINE TWINN

DOCUMENT

**APPLICATION**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Dentons Canada LLP  
2900 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3V5

Attention: Doris C.E. Bonora  
Telephone: (780) 423-7100  
Fax: (780) 423-72764  
File No: 551860-1-DCEB

**NOTICE TO RESPONDENT**

This application is made against you. You are the respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in court when the application is heard as shown below:

Date: September 25, 2014

Time: 10:00 AM

Where: Law Courts Building, Edmonton, Alberta

Before: Justice in Chambers

Go to the end of this document to see what else you can do and when you must do it.

**Relief claimed or sought:**

1. An order abridging the time for service of this application and supporting materials, and an order validating service of this application and any supporting materials to be good and sufficient, if necessary.
2. An order directing that the assets of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust ("Sawridge Trusts") be transferred from the current trustees of the trusts being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle and Everett Justin Twin ("the current trustees") to the new trustees being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle, Everett Justin Twin and Margaret (Peggy) Ward ("the new trustees").
3. An order directing that the administrator of the trusts to be at liberty to take any and all steps necessary and to execute any and all documents necessary to transfer the assets from the current trustees to the new trustees.
4. Costs of this application payable on a solicitor and his own client basis by the trustee who required the application be made or payable by the Sawridge Trusts.
5. Such further and other relief as this Honourable Court deems just and appropriate.

**Grounds for making this application:**

6. Clara Midbo, a trustee of the Sawridge Trusts, passed away on July 13, 2014.
7. The Sawridge Band Inter Vivos Settlement requires that there be five trustees of the trust. With Clara's death, there were only four trustees remaining. The Trust Deed creating the trust dated April 15, 1986 ("the Deed"), provides that the continuing trustees shall be entitled to appoint a replacement trustee.
8. The selection of the new trustee may be done by majority vote. Margaret (Peggy) Ward was selected as a new trustee of the Sawridge Band Inter Vivos Settlement and the Sawridge Band Trust.
9. As the assets in the trust are held jointly by the trustees, it is necessary for the current trustees to transfer the assets of the trusts to the new trustees as a group.
10. The current trustees, with the exception of Catherine Twinn, have signed the necessary documents to effect a transfer of the respective trust assets from the current trustees to the new trustees.



11. Catherine Twinn has refused or neglected to sign the necessary documents to effect the transfer of assets.
12. When Everett Justin Twin was appointed as a trustee in April , 2014 Catherine Twinn also refused to sign the transfer of assets and a court application was necessary to transfer the assets. A court order was obtained to transfer the assets.
13. It is necessary that the assets be transferred and it appears that it is impossible to proceed without the assistance of the Court.
14. The applicant will rely on such further and other grounds as counsel may advise and that this Honourable Court may permit.

**Material or evidence to be relied upon:**

15. Affidavit of Paul Bujold, filed.
16. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

17. *Alberta Rules of Court*.
18. Such further and other rules as counsel may advise and this Honorable Court may permit.

**Applicable acts and regulations:**

19. *Trustee Act*, R.S.A. 2000, c. T-8, and amendments thereto and Regulations thereunder.
20. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

**How the application is proposed to be heard or considered:**

21. In person, with all parties presents.

**Warning**

If you cannot come to court either in person or by your lawyer, the court may give the applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the

application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicants a reasonable time before the application is heard or considered.

Q

Q

Q

Clerk's stamp:



COURT FILE NUMBER

1403 04885

COURT OF QUEEN'S BENCH OF ALBERTA

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APPLICANTS

ROLAND TWINN,  
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EVERETT JUSTIN TWIN, as Trustees for the  
Sawridge Trusts

RESPONDENT

CATHERINE TWINN

DOCUMENT

**AFFIDAVIT OF PAUL BUJOLD**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

Dentons Canada LLP  
2900 Manulife Place  
10180 - 101 Street  
Edmonton, AB T5J 3V5

Attention: Doris C.E. Bonora  
Telephone: (780) 423-7100  
Fax: (780) 423-72764  
File No: 551860-1-DCEB

**AFFIDAVIT OF PAUL BUJOLD**

Sworn on the 9 day of September, 2014

I, Paul Bujold, of Edmonton, Alberta make oath and say that:

1. I am the Chief Executive Officer of the Sawridge Trusts, which trusts consist of the Sawridge Band Intervivos Settlement created in 1985 (hereinafter referred to as the "1985 Trust") and the Sawridge Trust created in 1986 (hereinafter referred to as the "1986 Trust"), and as such have personal knowledge of the matters hereinafter deposed to unless stated to be based upon information and belief, in which case I verily believe the same to be true. The Deed of the 1985

Trust and 1986 Trust is attached hereto as Exhibit "A" to this my affidavit. The 1985 Trust and 1986 Trusts are hereinafter referred to collectively as the "Sawridge Trusts".

2. I make this affidavit in support of an application for the advice and direction of the Court respecting the transfer of the assets held in trust in the Sawridge Trusts as a result of the appointment of a new trustee.
3. Prior to January 21, 2014, there were five trustees of the Sawridge Trusts: Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn and Walter Felix Twin (hereinafter referred to as the "Trustees").
4. On January 21, 2014, the resignation of Walter Felix Twin was accepted by the Trustees by a majority vote. Catherine Twinn, Roland Twinn, Bertha L'Hirondelle and Clara Midbo ("Continuing Trustees") were to continue as trustees for the Sawridge Trusts.
5. As the 1985 Trust requires that there be a minimum number of 5 trustees, as a result of Walter Felix Twin's resignation, on January 21, 2014, by majority vote, the Continuing Trustees voted to appoint a new trustee, Everett Justin Twin.
6. On January 21, 2014, the Continuing Trustees, including the new trustee, Everett Justin Twin, were asked to sign a Deed of Resignation and Appointment of Trustees for each of the Sawridge Trusts. The Deed of Resignation and Appointment of Trustees for each of the Sawridge Trusts is attached hereto as Exhibit "B".
7. As part of the process of the appointment of a new trustee, it is necessary to transfer the assets from the group of Continuing Trustees to the group of Continuing Trustees and the new trustee. The Deed of Resignation and Appointment of Trustees contains a section on the transfer and assignment of trust assets.
8. One of the Continuing Trustees, Catherine Twinn, did not approve or oppose the appointment of the new trustee, Everett Justin Twin and did not sign the Deed of Resignation and Appointment of Trustee. All of the other Continuing Trustees and the new trustee signed the Deed of Resignation and Appointment of Trustee.
9. In order to transfer the assets of the Sawridge Trusts, it is necessary for the Continuing Trustees as legal owners of the trust assets to transfer legal ownership of the trust assets to the Continuing Trustees and the new trustee. While the new trustee was appointed properly by majority vote, the trust assets could not be transferred to Everett Justin Twin because Catherine Twinn would not sign the Deed of Resignation and Appointment of Trustee.

10. On February 25, 2014 at the Sawridge Trusts meeting, the trustees voted to take the appropriate legal steps to affect the appointment of Everett Justin Twin as a trustee and to transfer the assets from the continuing and former trustees to the Continuing Trustees and new trustee.
11. On April 1, 2014, an Application for advice and direction with supporting Affidavit was filed to have the assets of the Sawridge Trusts transferred to the Continuing Trustees and the new trustee. Attached hereto as Exhibits "C" and "D" are copies of the filed Application and Affidavit dated April 1, 2014.
12. The Application to have the Sawridge Trusts assets transferred when Everett Justin Twin was appointed was heard by the Honourable Justice K.G. Nielsen on May 16, 2014. Attached hereto as Exhibit "E" is a copy of the Order of Justice Nielsen dated May 20, 2014 ordering the transfer of the assets of the Sawridge Trusts to the Continuing Trustees and new trustee.
13. On July 13, 2014, Clara Midbo, one of the Trustees, passed away unexpectedly. The 1985 Trust requires that there be a minimum number of 5 trustees.
14. At the meeting of the Sawridge Trustees on August 12, 2014, by majority vote, the Trustees being Catherine Twinn, Roland Twinn, Bertha L'Hirondelle and Everett Justin Twin ( the "2014 Trustees") voted to appoint a new Trustee being Margaret (Peggy) Ward ("new 2014 Trustee"). Margaret (Peggy) Ward is a beneficiary of both the 1985 and 1986 Trusts, was also a previous Trustee-in-Training and has a Ph. D in First Nation studies. The Trustee in Training program is described in the minutes of the meeting attached as Exhibit "F" to this my affidavit. Attached hereto and marked as Exhibit "G" is a copy of the resume of Margaret (Peggy) Ward.
15. On August 12, 2014 the Trustees including the new 2014 Trustee, Margaret (Peggy) Ward, were asked to sign a Deed of Appointment of Trustees and Deed to Limit Term of Appointment of New Trustee for each of the Sawridge Trusts. The Deed of Appointment of Trustees dated August 12, 2014 for each of the Sawridge Trusts is attached hereto as Exhibit "H". The Deed to Limit Term of Appointment of New Trustee dated August 12, 2014 for each of the Sawridge Trusts is attached hereto as Exhibit "I".
16. As part of the process for the appointment of the new trustee it is necessary to transfer the assets from the group of 2014 Trustees to the group of 2014 Trustees and the new 2014 Trustee. The Deed of Resignation and Appointment of Trustees contains a transfer and assignment of trust assets.
17. Similar to when the last trustee, Everett Justin Twin was appointed, one of the Trustees, Catherine Twinn, opposed the appointment of the new trustee and has not signed the Deed of

Appointment of Trustee or the Deed to Limit Term of Appointment of New Trustee. All of the other 2014 Trustees including the new 2014 Trustee have signed both the Deed of Appointment of Trustee and the Deed to Limit Term of Appointment of New Trustee.

18. At the Sawridge Trustee meeting held on August 12, 2014 at which I was present, Catherine Twinn opposed the selection of Margaret (Peggy) Ward as the new 2014 Trustee. Catherine Twinn instead provided a lengthy proposal which she introduced at the meeting and not in advance of the meeting. She proposed two non-beneficiaries of the Sawridge Trusts, namely June Sayers of Victoria, BC or Victor Leginsky of Dubai neither of whom is a beneficiary of the trusts. Catherine Twinn was advised that the trustees cannot all be non-beneficiaries as that is contrary to the Trust Deeds. Catherine Twinn insisted the Trust Deeds should be changed. Her proposal also included a process to have a recruitment team selected to recruit an entirely new Board of Trustees.
19. It was pointed out at the meeting that an immediate replacement of one trustee was required in accordance with the requirements of the 1985 Trust and suggested that Catherine Twinn's proposal could be considered by the Trustees once they had an opportunity to review it and give the proposal some due diligence. It was also suggested that the proposal could be considered coincidentally with the Court applications currently being conducted and the matter of identifying the 1985 Trust beneficiaries was resolved. Attached hereto and marked as Exhibit "F" is a copy of the Special Trustee Meeting Minutes from the meeting held on August 12, 2014.
20. At the August 12, 2014 meeting of the trustees, Catherine Twinn was asked three times by the chair of the Sawridge Trustees, Brian Heidecker, if she was prepared to sign the Deed of Appointment of Trustees and the Deed to Limit Term of Appointment of New Trustee for each trust. At the meeting, Brian Heidecker advised Catherine Twinn that if she did not sign the documents, the trustees would have to go to Court again to transfer the assets as they had done previously. Catherine Twinn has refused to sign any documentation.
21. In order to transfer the assets of the Sawridge Trusts, it is necessary for the trustees as legal owners of the trust assets to transfer legal ownership of the trust assets to the 2014 Trustees and the new 2014 Trustee. Thus, while the new 2014 Trustee is appointed properly by majority vote, the trust assets cannot be transferred to the group which includes Margaret (Peggy) Ward because Catherine Twinn will not sign the Deed of Appointment of Trustee in relation to the Sawridge Trusts.
22. At the August 12, 2014 Sawridge Trustee meeting, the Trustees voted to empower me to take the appropriate steps to affect the appointment of Margaret (Peggy) Ward as a trustee and to transfer the assets from the 2014 Trustees to the 2014 Trustees and the new 2014 Trustee.

23. This process to require court intervention for the transfer of assets after the new 2014 Trustee has been properly appointed is unnecessary and not in the best interests of the trusts. It is an expensive process. When a majority of the Trustees elects a Trustee, Catherine Twinn should support the decision of the majority. Her refusal to sign the Deed of Appointment to transfer assets is inappropriate for a trustee. The cost of these court proceedings should not be borne by the trust. Catherine Twinn should pay the costs of this application.
24. We must seek the Court's assistance to transfer legal ownership of the assets of the Sawridge Trusts to the 2014 Trustees and the new 2014 Trustee.

SWORN OR AFFIRMED BY THE DEPONENT BEFORE A COMMISSIONER FOR OATHS AT EDMONTON ALBERTA ON 9 September, 2014.

  
\_\_\_\_\_  
PAUL BUJOLD

  
\_\_\_\_\_  
Commissioner for Oaths in and for the Province of Alberta

\_\_\_\_\_  
Appointment Expiry Date

**SARA E. HART**  
Barrister & Solicitor

10269744\_1|NATDOCS



This is Exhibit "0" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 20 17

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

# **Trustee Meeting Minutes**

Sawridge Inn-Edmonton South, Edmonton, AB

22 December 2016

**Attendees:** Bertha L'Hirondelle, Justin Twin, Catherine Twinn, Roland Twinn, Margaret Ward.

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator.

**Recorder:** Paul Bujold.

## **1. Opening**

Brian called the meeting to order at 10:10 AM. Roland said a prayer.

## **2. Agenda**

It was noted that the agenda at 6.4.1 should read "Financial Statements for Sep, Oct and Nov" not Jun, Jul and Aug.

**2016-021 Moved by Roland, seconded by Justin, that the agenda be accepted as amended.**

**Carried, Unanimously.**

## **3. Minutes, 21 September 2016**

Trustees reviewed the minutes for the meeting held 21 September 2016.

**2016-022 Moved by Roland, seconded by Margaret that the minutes for 21 September 2016 be approved as presented.**

**Carried, 4 in favour, Catherine opposed.**

## **4. Action Items**

Paul reviewed the Action Items with the Trustees.

## **5. Benefits-Counselling**

Paul presented a revised Counselling Benefits policy for the Trustees consideration and explained the difficulties that the Trusts had been having with counselling being paid under the Great West Life (GWL) health insurance program. The Counselling benefit would be reinstituted and the counselling portion of the GWL insurance would be removed.

Trustees made the following changes to the policy:

- a. In #6, take out "the Trusts' Administrator" and insert "demonstrated" instead of "made".
- b. In #7, add after "treatment plans" "as described in #6".
- c. Insert a clause that confirms that the Trusts will not pay for "no shows" and that the beneficiary will be responsible for these themselves.
- d. Insert a clause that required the beneficiaries to confirm their attendance at counselling sessions by signing in at the counselling office.

**2016-023 Moved by Roland, seconded by Bertha that the Counselling Benefit be reinstituted and that the policy be amended as indicated.**

**Carried, Unanimously.**

## **Trustee Meeting Minutes, 22 December 2016**

### **6. Benefits-Health**

Paul presented an amended version of the Health Benefits policy removing the counselling benefit because GWL does not pay psychologists and other counselling professionals directly and beneficiaries would have to pay and claim from GWL. Catherine asked about the additional health insurance being provided to one of the dependents. Paul explained that, in this case, additional insurance was purchased to defray part of the cost to the Trusts of providing on-going supplementary benefits to cover prescriptions that went over the annual amount covered by GWL. Catherine asked if this benefit was available to all beneficiaries and dependents. Paul indicated that this benefit would only be provided if the cost was on-going and if the amount of the additional insurance was less than the amount that the Trusts would have to pay in supplementary benefits to cover something not covered by GWL. Catherine indicated that the Health Benefits policy should be amended to reflect this state of affairs.

- 2016-024     Moved by Justin, seconded by Margaret that the revised Health Benefits policy be approved with an amendment that covers providing additional insurance for on-going additional supplementary benefits paid by the Trusts for benefits not covered under the GWL insurance program.**

**Carried, Unanimously.**

### **7. Benefits-Compassionate Care**

Paul presented a revised Compassionate Care benefit policy. The policy has been covering assistance to persons who have a prolonged illness and their families but this is now covered by the GWL plan. The main coverage under this benefit is now for medical travel to assist beneficiaries and dependents attending medical appointments and visiting beneficiaries and dependents who are in a care facility. It also continues to cover some home support services since these are not covered by the GWL plan which only covers nursing care.

In addition, the policy has been revised to change the definition of family which was quite extensive and left the Trusts open to paying for benefits to non-beneficiary or dependent family members.

Trustees discussed the proposed changes but felt that the policy need some more work to make its provisions clearer.

- 1612-001     Paul will rework the Compassionate Care Benefits policy and bring it back to the next meeting.**

Catherine asked Paul to prepare a report providing some analysis on who is receiving benefits and which benefits are being used. She also asked for a cost comparison between a burial and cremation.

- 1612-002     Paul will provide a report analysing the use of benefits and comparing the cost of burial and cremation.**

Catherine indicated that she felt that the Trustees should be having a discussion about the whole benefits program. Other Trustees also indicated that they would like to dedicate a meeting solely to the discussion of benefits.

- 1612-003     A Special Meeting will be scheduled for Wednesday, 19 April 2017 to discuss Trusts' benefits programs.**

## **Trustee Meeting Minutes, 22 December 2016**

### **8. Trust Administrator Report**

Paul reviewed his report to the Trustees covering the period from September 2016 to November 2016.

### **9. Trustee Reports**

There were no reports by the Trustees.

### **10. Reappointment of Margaret Ward**

Paul presented the Trustees with Deeds reappointing Margaret Ward as a Trustee for a second three-year term. This reappointment is being made ahead of schedule since Margaret's term continues until 12 August 2017.

**2016-025 Moved by Roland, seconded by Bertha that Margaret Ward be reappointed for a three-year term commencing on 22 December 2016 and expiring on 21 December 2019 for both the Sawridge Band Intervivos Settlement and the Sawridge Trust.**

**Carried at 11:32 am on 22 December 2016, 3 in favour, Catherine opposed, Margaret abstaining.**

### **11. Reappointment of Justin Twin**

Paul presented the Trustees with Deeds reappointing Justin Twin as a Trustee for a second three-year term because his three-year term will be up. Justin's current three-year term is up on 25 February 2017.

**2016-026 Moved by Bertha, seconded by Roland that Justin Twin be reappointed for a three-year term commencing on 22 December 2016 21 December 2019 for both the Sawridge Band Intervivos Settlement and the Sawridge Trust.**

**Carried at 11:33 am on 22 December 2016, 3 in favour, Catherine opposed, Justin abstaining.**

### **12. Resolution to Ratify Decisions**

Paul presented a resolution to ratify all decisions and actions of the Trustees for a specified period because the 1403-04885 action implies that Justin Twin's appointment as a Trustee of the 1985 Trust was invalid and that, therefore, all actions voted on by Justin since his appointment and Clara Midbo's death on 13 July 2014 may have been questioned because he may have been a non-beneficiary Trustee of the 1985 Trust. The Trusts have documentation proving that Justin was a beneficiary of the 1985 Trust from the date of his birth on 23 September 1982. Brian pointed out that the Trustees have a responsibility to ensure that they assess any risk to the Trusts and that ratifying all the motions, including the appointment of Margaret Ward as a Trustee, from the time of Justin Twin's appointment on 25 February 2014 to the date of the appointment of Margaret Ward on 12 August 2014, would be an appropriate risk mitigation strategy for the Trustees and the Trusts.

Margaret indicated that she had done some research on the language of the resolution. She was concerned that the term "acts" may not be clearly enough defined to include the ratification of all acts, both private and public without limits. The meeting was temporarily adjourned for lunch while Paul called Doris Bonora on the telephone to discuss this situation with her. When Paul returned, the following phrase was handwritten into the resolution to be signed by the Trustees:

## **Trustee Meeting Minutes, 22 December 2016**

“For the purposes of this agreement, “acts” is defined as all acts, transactions, contracts, decisions, resolutions and agreements as a result of a majority decision of the Trustees.”

**2016-027 Moved by Roland, seconded by Justin that:**

**The following sentence be handwritten on the agreement:**

**“For the purposes of this agreement, “acts” is defined as all acts, transactions, contracts, decisions, resolutions and agreements as a result of a majority decision of the Trustees.”**

**And that the Trustees hereby resolve that:**

**A. APPROVAL OF PREVIOUS TRUST BUSINESS. DECISIONS AND MOTIONS**

- 1. All acts, transactions, contracts, decisions and agreements conducted or entered into by the Trust and all acts, decisions and resolutions of the Trustees of the Trust, between February 25, 2014 and August 13, 2014, whether or not previously embodied in the form of resolutions and minutes, are hereby ratified, confirmed and approved, including without limitation all acts, decisions and resolutions further described in the Trustee meeting minutes and/or special trustee meeting minutes dated February 25, 2014; March 18, 2014; April 15, 2014; June 10, 2014, August 12, 2014 and the Annual General Meeting, attached as Schedules A, B, C, D, E and F respectively to this motion.**

**B. TRUSTEES**

- 2. The appointment of Margaret Ward as a trustee effective August 12, 2014 is specifically ratified and confirmed.**
- 3. The following individuals be and are hereby confirmed as the Trustees of the Trust as of the date hereof: Bertha L'Hirondelle, Justin Twin, Roland Twinn, Catherine Twinn, Margaret Ward**

**C. GENERAL**

- 4. That the Trustees of the Trust be and are hereby authorized on behalf of the Trust to take all such actions and to execute all such documents as they may consider necessary or desirable to update the Trust's records as contemplated by the resolutions of the Trustees of the Trust.**

**Carried at 12:33 am on 22 December 2016, 3 in favour, Catherine opposed.**

### **13. Paul Bujold Performance Evaluation**

Paul absented himself from the meeting while the performance evaluation was discussed.

**2016-028 Moved by Justin, seconded by Bertha, that upon completion of another satisfactory year, Paul Bujold's compensation be adjusted by**

## Trustee Meeting Minutes, 22 December 2016

**2.5% effective Jan 1, 2017. This will increase his base pay from \$112,476 to \$115,300, an increase of \$2,824.00.**

**Carried, 4 in favour, Catherine opposed.**

Paul returned to the meeting.

### **14. Legal Report**

#### *a. Passing of Accounts*

Paul explained what has been done so far in the passing of accounts initiated by Patrick Twinn. The Passing of Accounts application has been prepared and we are awaiting the completion of the first affidavit on the 1985 Trust accounts before filing. A separate affidavit on the 1986 trust accounts will be prepared after the first affidavit is complete.

#### *b. Determining the Beneficiaries 1103 14112*

With the confirmation that the transfer of assets from the 1982 Trust to the 1985 Trust is legitimate, and that the Sawridge First Nation membership process is not an impediment to determining who are the beneficiaries to the Trusts, the only question remaining is whether or not the existing definition of beneficiaries in the 1985 trust is discriminatory and, if so, how it can be amended. Justice Thomas has suggested that a trial is the best way to determine that question. We do not agree and feel that the matter can be settled otherwise. We are currently working on finding less costly ways to settle this question.

Justice Thomas still has not passed on whether Maurice Stoney, Patrick Twinn, Shelby Twinn and Deborah Serafinchon can be parties to this action. He had originally said that he would pass on these questions in December and January but, so far, we have not heard from the court.

#### *c. Code of Conduct*

The Form of Order on the 1503 08727 has finally been settled and should be served soon on Catherine. That will trigger a two-week period for Catherine to propose two arbitrators after which the other Trustees will either choose one of the proposed names or propose their own two. If agreement cannot be reached, Justice Graessar will be asked to choose from among the four names proposed.

#### *d. Costs Application 1103 14112 and 1403 04885*

We have already had two sessions of questioning Catherine on her affidavits and have another session scheduled for the new year. After the questioning and Catherine providing her undertakings, there could be questioning on the undertakings and an affidavit to be filed on behalf of the Trusts.

#### *e. Catherine's Application re Justin and Margaret 1403 04885*

There has been no movement on this application since it was filed in September 2014 but it is included in some of the other legal actions that are affecting the Trusts.

### **15. Financial Statements, September to November 2016**

Paul presented the financial statements for September, October and November 2016. Trustees questioned Education Support Benefit monthly payments to Cody Twinn since he was living in First Nation housing with no rent and utilities.

**1612-004 Catherine asked that a report of the average Education Support Benefit payments be prepared for the April Special Meeting on benefits.**

## **Trustee Meeting Minutes, 22 December 2016**

**2016-029 Moved by Roland, seconded by Justin that the financial statements for September, October and November 2016 be accepted as presented.**

**Carried, Unanimously.**

### **16. Appointment of Auditor for 2016 Accounts Review**

Paul presented the offer and proposed fees for MNP to do the accounts review for 2016.

**2016-030 Moved by Margaret, seconded by Justin that MNP, LLP be hired to carry out the 2016 Accounts Review of the Trusts.**

**Carried, Unanimously.**

### **17. 2017 Budget**

Paul presented the 2017 budget projections to the Trustees. While the rest of the budget remains basically the same, a projected increase in legal costs of 297% because of the number of legal actions that the Trusts are involved in and because of unsubmitted accounts from the Office of the Public Guardian and Trustee and Catherine's lawyers, and because of the potential of have a number of parties added to the 1103 14112 action with a request for legal costs, and because of the possibility of having a trial on the variation of the definition of beneficiaries in the 1985 Trust, and because of the ongoing Code of Conduct action, legal costs are likely to soar if the Trusts have to pay all outstanding legal bills and pay future bills for these actions.

Catherine stated that she remains open to having discussions on how to solve some of these problems and that having discussions with her could at least reduce the legal costs in the actions in which she is involved. She said that she is available in January for discussions.

Trustees proposed a reduction in the legal services budget to \$2.5 million and that Paul meet with the lawyers to reduce the costs of these legal actions.

**2016-031 Moved by Roland, seconded by Catherine that the Trustees approve the 2017 Budget with an amendment of the legal services costs from \$3,575,000 to \$2,500,000 bringing the total budget to \$4,197,010.**

**Carried, Unanimously.**

### **18. Company Report**

Brian presented the Company report outlining progress to date on the 2016 budget and on developments in the various projects. The companies are projecting being close to the revised 2016 budget but have had to cut back in a number of areas. He pointed out that the sale of the Ft. McMurray hotel is complete and that the hotel had closed its doors on 17 December 2016. Two floors of the office tower attached to the Best Western Sawridge Suites in Ft. McMurray have been leased to one major client and one minor client.

### **19. Closing and Next Meeting**

The next meeting will be on Wednesday, 15 March 2016 at 10:00 am at the Sawridge Inn-Edmonton South and a Special Meeting on benefits is scheduled for Wednesday, 19 April 2016 also in Edmonton.

The meeting adjourned at 4:45 pm.

Signed

---

Brian Heidecker, Chair

This is Exhibit "P" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February, A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

**TAYLOR J. WATTS**  
Student-at-Law



**The Sawridge Trust**  
**Thursday August 25, 2005**

*Mayfield Inn, Edmonton, Alberta*

**MINUTES**

**Present:**

Mr. Roland Twinn	Chair
Ms. Catherine Twinn	Trustee
Ms. Clara Midbo	Trustee
Ms. Bertha L'Hirondelle Twin	Trustee
Mr. Walter F. Twin	Trustee
Ms. Peggy Ward	Trustee – in – Training
Ms. Deana Morton	Trustee – in – Training
Mr. John MacNutt	Chief Executive Officer – Sawridge Holdings
Mr. Jason Reimer	Chief Executive Officer – Sawridge Hospitality
Mr. Bill Kostenko	Advisor

**1. Sawridge Enterprises Update – Justin's Report**

Shell contract for \$124,000 Contract to Sawridge Enterprises to explore and develop a plan for a new hotel. Division is \$100,000 to Smart Design for design Subcontractor and \$24,000 to Sawridge to develop strategy for the new hotel facility in Fort McKay.

Shell desires that Fort McKay owns the property and Shell will sign a ten year lease with Fort McKay for the property.

**2. Enterprise Rent-a-Car**

Enterprise Rent-a-Car needs a new facility in Fort McMurray. They require 2,500 square feet including wash bay, they will sign a long term lease.

Sawridge could build and lease back to Enterprise.

## 6. Decision Making

Review the consensus decision making process and determine how it may apply to Sawridge and establish a decision process for this group.

- 1 - Decision making process.
- 2 - How to bring closure to discussions.
- 3 - Decision making criteria.
- 4 - Decision making roll of Trustees in Training.

### 1 - **Decision making process.**

Ask one individual to commence and provide their view on an issue and a decision. The move to the left and everyone must speak to all for about two minutes. The circle will continue until no one has anything further to say.

If no one has more to say, a natural place exists to make a decision and have a vote.

The group must now respect and honour the decision once that decision has been made.

### 2 - **Closure to discussions.**

Chair/Facilitator is supposed to bring closure to a discussion if there is no further new points coming from the group.

### 3 - **Decision making criteria.**

Majority decision making will be the criteria.

Guy – Majority of Trustees – Consider a higher four out of five but willing to abide by Trust document.

Walter Felix – Majority Rules

Peggy – Majority of Trustees – abide by Trust document

Bertha – Majority of Trustees – abide by Trust document

Deana – Majority of Trustees – abide by Trust document

Clara – Majority of Trustees – abide by Trust document

Catherine – Majority of Trustees – abide by Trust document

**4 - Decision making roll of Trustees in Training.**

All in favour of having the Trustees voting on major decisions subject to legal advice. Does this make them Trustees from a legal point of view?

**IV. Action Item: Bill Kostenko to review the legal liability of Trustees in Training if they participate in the formal voting process.**

**7. Mexico Update**

Summary of Conference call Mr. Rizzuto – 20 Year history in Mexico

- Current property is 495 Rooms / Partnership with Tranact.

- Relationships are very important in Mexico
- Local partners are important
- Will consider Equity partner in his new properties in Maya and Dominican Republic – Finance 40% to 60 % Scotiabank
- Target return is 15% to 20% scheduled to open November 1, 2007
- Price of land is inflated and difficult to purchase and finance, lack of good properties available in Maya.
- Cost to build \$110 / door for a 4 ½ star – 500 rooms total project is \$60M. Land cost alone is \$20K to \$25K per door.

**8. Review of Retainer of CEO**

John MacNutt reviewed his original retainer and he reported that generally all key activities have been completed.

**Action Items:**

- V. John to develop a report on the progress of the March '03 objectives and his completion of his objectives.**
- VI. John to outline his scope of authority and role in the future as CEO including key future objectives.**

The Sawridge Trust Meeting  
August 25, 2005

Proposal to engage David Simmonds as Consultant to review organization and governance framework of the Corporation and the Trusts (see attached proposal terms).

In developing the role of the CEO considerations are as follows:

→ Develop a plan for the future for Sawridge and match this objective to Sawridge needs to accomplish these future objectives.

Threats and opportunities still exist for Sawridge and its businesses like the Truck Stop, Slave Lake mall.

→ Board of Directors implementation plan is now stalled. General agreement on whether we dedicate a single day to finalize the Board Structure / with or without an outside facilitator.

→ Target to have a new Board of Directors in place by early January '06.

**Action Plan**

Dedicate a day to develop the Board Implementation Plan.

**VII. Action Item: Bill to provide a status report on the Board of Directors implementation plan and the Trustee Handbook.**

Agreement to invite David Simmonds to the next meeting of the Trustees.

**VIII. Action Item: Catherine to contact David Simmonds and arrange his meeting.**

**9. Agenda September 7, 2005 Meeting**

- 1) CEO report on March 2003 objectives and proposed roles and responsibility and criteria for evaluation of performance.
- 2) Board of Directors Implementation
- 3) Mexico project results of poll – next steps
- 4) Evaluation of Management, Advisors, and Trustees
- 5) Beneficiary program

**10. Evaluation of Trustees**

The group agreed to an individual evaluation as to the effectiveness of the Trustees by an outside individual who will develop an evaluation process and implement the process for the evaluation of Trustees. A similar process will be developed for Management and the Advisors as outlined by the following scope of work. (Email from Catherine for scope of work not received).

The group wanted to set a meeting date dedicated to the Beneficiary Programs. Date is to be set in the next meeting.

**MEETING ADJOURNED**

**List of Action Items for Follow Up:**

- I. Jason to develop an analysis and recommendation on the enterprise car rental opportunity in the next month.
- II. Jason to finalize the opportunity and report back regarding conversion of Sweet Grass.
- III. Management to settle this dispute with Anna Casio.
- IV. Bill Kostenko to review the legal liability of Trustees in Training if they participate in the formal voting process.
- V. John to develop a report on the progress of the March '03 objectives and his completion of his objectives.
- VI. John to outline his scope of authority and role in the future as CEO including key objectives.
- VII. Bill to provide a status report on the Board of Directors implementation plan and the Trustee Handbook.
- VIII. Catherine to contact David Simmonds and arrange his meeting.

This is Exhibit "Q" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2012

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

**TAYLOR J. WATTS**  
Student-at-Law

1

# **BRIAN HEIDECKER, ICD.D, LLD(HON)**

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220 Wolf Willow Road NW ♦ Edmonton, Alberta ♦ T5T 6N3  
Phone: (780) 447-1186 ♦ Cell: (780) 718-6584 ♦ Email: brianhei@telus.net

## **KEY ACCOMPLISHMENTS**

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- ♦ Awarded a Honorary Doctor of Laws degree by the University of Alberta in recognition of “a lifetime of outstanding service to the University of Alberta and to society”
- ♦ As Chair of the Sawridge Trusts, I have renewed my extensive knowledge of rural Alberta and of the hospitality industry accrued during my 11 year stint on ATB Financial’s credit committee. I provide high level leadership and business advice to both the Trustees and the Board of Directors. My unique leadership and wide experience has enabled Trustees to make many difficult decisions.
- ♦ As Chair of the Critical Infrastructure Review Committee, developed and executed a strategy to provide a high quality report to the Premier of Alberta while being very cognizant of the extreme divergence of views and levels of understanding of the complexities and realities of Alberta’s electrical grid. Provided a pathway for the timely provision of adequate electricity for all Albertans for a number of decades to come.
- ♦ As Chair of the Board of the University of Alberta, guided the Board and the Administration in the development and oversight of the strategic vision of the institution. “Dare to Discover”, developed in 2005, contemplated placing the University of Alberta within the Top 20 Public Universities in the World by 2020. The University has an annual budget exceeding \$1.6 billion and attracts more than \$530 million in external research funding. During my tenure as Chair, the University of Alberta was recognized as a leader in public sector governance, receiving the Spencer Stuart Conference Board of Canada Public Sector Governance Award in 2008. The award recognized the University for *its innovative and bold leadership of the Board to “create a clear vision and goals to advance its global status and then develop, and put into play, a concrete action plan” to achieve successful results.*
- ♦ Developed expertise in the financial, education, energy, agriculture, and agrifoods industries as well as the provincial government operations, corporate governance and trade policies. Very familiar with governance in single shareholder situations and multiple government shareholder environments
- ♦ Most comfortable developing and implementing clear strategic plans for a wide range of entities
- ♦ As Lead Director of the Bank of Canada Board, initiated an organizational review that resulted in a first ever Strategic Plan that subsequently translated into annual savings of millions of dollars on operating costs
- ♦ Has participated on or chaired ten President/Governor/CEO level search committees
- ♦ Am recognized as having an engaging public speaking style with a passionate commitment to each and every task undertaken.



- ◆ As a member of the first Board of Directors for ATB Financial, contributed to the strategic planning, business development and risk management processes that resulted in increased equity from - \$200M to \$1.0 B within a ten year period as well as a significant turnaround in all other aspects of the business.
- ◆ As Vice-Chair of the University of Alberta's Board of Governors (2004), led the development of "*A Case for Investment*" that ultimately helped achieve a \$4.5B commitment to higher learning and a 6% annual increase in funding for a five year period.
- ◆ As member of the Alberta Financial Management Commission (2002), reviewed the Government of Alberta's overall financial management, budgeting, risk mitigation, and business planning processes including the establishment of the Sustainability Fund.
- ◆ As member of the Lois Hole farewell organizing committee, raised \$171,000 to create a student bursary to honour Chancellor Emeritus Lois Hole and Ted Hole's contribution to the University of Alberta.
- ◆ As member of the Board of Friends of the Northern Alberta Jubilee Auditorium Society, participated in the planning of the \$40M renovation and chaired the Provincial Re-opening Committee to help commemorate Alberta's 100<sup>th</sup> Birthday.
- ◆ As Owner of Drylander Ranch Ltd, developed a mixed farming operation specializing in feeder cattle, wheat and canola from nothing in 1966 to a \$6.5M operation in 1998.
- ◆ Reported in Alberta Venture Magazine as one of Alberta's 50 most influential people for 2005.

## **BOARD & COMMITTEE COMMITMENTS - CURRENT**

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### **SAWRIDGE TRUSTS, SLAVE LAKE AND EDMONTON**

The Sawridge Trusts were established in 1985 and 1986 by the late Senator Walter Twinn. Their original purpose was to reinvest one time oil and gas revenues into culturally sensitive investments. The Trusts now manage millions of assets and pay out benefits to its membership.

- ◆ Chair of 1985 Trust and 1986 Trust May 2010 –present
- ◆ Ex Officio Member, Sawridge Group of Companies Board May 2010 –present

### **INVESTMENT INDUSTRY REGULATORY ORGANIZATION OF CANADA (IIROC), TORONTO**

A Self Regulatory Organization (SRO) whose objectives are to protect investors, foster investor confidence and enhance the fairness, integrity and efficiency of Canadian capital markets.

- ◆ Member of Board of Directors Sept 2011—present
- ◆ Member of the Corporate Governance committee Sept 2011 – present
- ◆ Member of the Finance and Audit committee May 2012 – present
- ◆ Meets 7 times per year in Toronto, Montreal or Vancouver

### **INSTITUTE OF CORPORATE DIRECTORS, EDMONTON CHAPTER**

A professional association focused on improving corporate governance in the public, the not-for-profit and the private sector.

- ◆ Member Advisory committee 2011--present
- ◆ Chair 2008 –June 2010
- ◆ Member, Executive Committee 2003 – 2011
- ◆ Vice Chair 2006 – 2008
- ◆ Member, Steering Committee 2002
- ◆ Meets twice per year

### **FRINGE THEATRE ADVENTURES, EDMONTON, AB**

FTA creates and presents the Edmonton Fringe Festival. FTA is the second largest Fringe event in the World after the Edinburgh Fringe Festival.

- ◆ Member of Board of Directors Sept 2012—present
- ◆ Meets ten times per year

### **EDMONTON HORTICULTURAL SOCIETY, EDMONTON, AB**

For over 100 years, EHS has promoted gardens and city beautification for the benefit of all.

- ◆ Member of Board of Directors Feb 2013—present
- ◆ Treasurer Feb 2013 – present
- ◆ Meets nine times per year

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## BOARD & COMMITTEE COMMITMENTS – FULFILLED

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### UNIVERSITY OF ALBERTA

Alberta's oldest and largest university, Canada's third largest, with 38,000 students and an annual budget of \$1.6 billion of which \$530 million is focused on basic research. During my tenure, the U of A completed \$2.5 billion of capital construction on time and on budget.

- ◆ Designated Board Chair Emeritus Dec 2011
- ◆ Chair, Board of Governors 2006 – 2011
- ◆ Ex-officio member of all Board committees 2006 --2011
- ◆ Member, Board of Governors 2000 – 2006
- ◆ Vice-Chair, Board of Governors 2004 – 2006
- ◆ Chair, Ad Hoc Committee to build a business case and marketing strategy for reinvestment in Alberta's PSE system "*A Case for Investment*" 2004 – 2005
- ◆ Member, Audit Committee 2003 – 2004
- ◆ Chair, Property and Finance Committee 2002 – 2006
- ◆ Chair and Facilitator, Strategic Planning Retreat 2002 – 2004
- ◆ Chair, Ad Hoc Committee 2002 – 2003
  - Development of a Venture Capital Corporation
- ◆ Chair, Campus Infrastructure and Long Range Planning 2001 – 2002
  - Ad Hoc Committee
- ◆ Member, Co-Chair, Capital Health Joint Task Force 2005 – 2008
- ◆ Member, Government Affairs Sub-Committee 2000 – 2006

### MILLER THOMPSON FOUNDATION, WESTERN CANADA

Administers the Miller Thompson National Scholarships to encourage and promote the attainment of higher educational goals for high achieving individual Canadians.

- ◆ Trustee 2008 – 2012

### CRITICAL TRANSMISSION REVIEW COMMITTEE, EDMONTON

A blue ribbon committee (two businessmen, a Professor and a Professor Emeritus) established by the Premier of Alberta and the Minister of Energy to assess and review the reasonableness of the Alberta Electric System Operator's proposed multi-billion dollar plans for upgrading of Alberta's major North/South Transmission grid.

- ◆ Chair Dec 2011—Mar 2012

### CANADA SCHOOL OF ENERGY AND ENVIRONMENT

A joint venture between the Universities' of Alberta, Calgary and Lethbridge to coordinate and conduct research as Canada's Centre of Excellence in these fields

- ◆ Board Chair 2009 – 2011
  - ◆ Board member 2007 - 2009
- 

### BANK OF CANADA, OTTAWA

Canada's Central Bank

- ◆ Member, Board of Directors representing Alberta 1985 – 1993
- ◆ Lead director 1988 – 1993

#### **ATB FINANCIAL**

A provincially owned bank with assets of \$21 billion

- ◆ Member, Board of Directors 1996 – 2007
- ◆ Chair, Human Resources Committee 2005 – 2007
- ◆ Member, Human Resources Committee 1996 – 2007
- ◆ Chair, Credit Policy and Risk Management Committee 1999 – 2005
- ◆ Member, Credit Policy and Risk Management Committee 1996 – 2007

#### **ALBERTA ACCESS TO THE FUTURE ENDOWMENT FUND**

A \$1 billion endowment fund set up by the Alberta Government to promote innovation within the Post Secondary Education system.

- ◆ Chair, Ministerial Advisory Committee 2005 – 2006

#### **ALBERTA AGRICULTURE DEVELOPMENT CORPORATION**

An Alberta Crown Corporation with \$1 billion portfolio of startup lending for beginning and developing farmers.

- ◆ Member, Board of Directors 1985 – 1991
- ◆ Acting Chair, Board of Directors 1987 – 1988

#### **ALBERTA SECURITIES COMMISSION BOARD, CALGARY & EDMONTON**

Alberta's security regulator

- ◆ Director 1988 – 1994

#### **ALBERTA INGENUITY**

A \$1 billion Alberta Government Endowment fund whose mandate is to promote science and engineering excellence within Alberta's three research intensive universities. (Was merged with ARC and portions of AET on Aug 31, 2009)

- ◆ Trustee 2006 – 2009

#### **ALBERTA FINANCIAL MANAGEMENT COMMISSION**

- ◆ Member, Financial Management Commission April – July 2002
- ◆ One of 10 Albertans chosen by the Minister of Finance to review the Alberta Government's financial management practices

#### **AGSUMMIT 2000 AND THE AGRIVANTAGE GROUP**

A public consultation project on the future shape of agriculture, rural development and agrifood opportunities for Alberta producers. Met with 2200 Albertans and produced two reports.

- ◆ Advisor, Minister of Agriculture, Food and Rural Development 1999 – 2000
- ◆ Co-Chaired AGSummit 2000 with Charlie Mayer, Former Federal Minister of Agriculture

#### **FRIENDS OF THE NORTHERN ALBERTA JUBILEE AUDITORIUM**

One of Alberta's flagship multi purpose performing arts venues.

- ◆ Vice President 2006 – 2008
- ◆ Member, Board of Directors 2001 – 2008
- ◆ Chair, Provincial Centennial re-opening Committee 2004 – 2005
- ◆ Facilitator and Organizer, Strategic Planning Activities 2004 – 2008

**CANADIAN COUNCIL ON LEARNING, OTTAWA**

A national advocacy group dedicated to improving educational opportunities for all Canadians. Meet quarterly.

- ◆ Member, Board of Directors 2008 – 2010

**EDMONTON ECONOMIC DEVELOPMENT CORPORATION**

Owned by the City of Edmonton to develop and promote a long range vision for the Greater Edmonton area which is one of the fastest growing economic regions in North America. Currently, the region has in excess of \$100 billion in announced and current capital projects.

- ◆ Member, Board of Directors
- ◆ Chair, Strategic Planning committee 2007 – 2009

**INSTITUTE OF CORPORATE DIRECTORS**

- ◆ Institute-certified Director, ICD.D (Toronto, ON) 2007 – 2007
- ◆ Directors Education Program (Edmonton, AB) 2007 – 2007
  - ❖ Presented by University of Alberta School of Business, Rotman's School of Business at the University of Toronto and the Institute of Corporate Directors

**AGRICULTURE AND FOOD COUNCIL OF ALBERTA**

An advocacy and catalyzing group of 25 council members and 11 staff responsible for promoting the creation of \$20B food industry within Alberta by 2010.

- ◆ Member of the Council 1997 – 2005
- ◆ Chair and Facilitator, Strategic Planning Activities 2002 – 2005
- ◆ Chair of the Council 1999 – 2000

**CLEARVIEW SCHOOL DISTRICT #71, STETTLER**

Providing K-12 education in Stettler, County of Stettler and County of Paintearth

- ◆ Board Member 1995 – 1998
- ◆ Board Chair 1995 - 1996

**ALBERTA SCHOOL BOARDS ASSOCIATION**

An association of Alberta's 64 School Boards advocating for the K-12 education system.

- ◆ Committee Member and Advisor 1995 – 1998

**LIEUTENANT GOVERNOR'S CIRCLE ON MENTAL HEALTH & ADDICTIONS FOUNDATION, EDMONTON, AB**

LG Don Ethell's signature program to highlight and improve awareness of mental health and addiction issues

- ◆ Member of Board of the Foundation May 2012—2013

**CARDIOMETABOLICS INC.**

A startup biotech company focused on development a metabolic agent to minimize heart damage during heart surgery and for heart attack victims.

- ◆ Member, Board of Directors 2003 – 2006
- ◆ Interim Chair, Board of Directors 2003 – 2004

#### UNITED WAY

- ◆ Member, Edmonton 2002 Campaign Cabinet
- ◆ Raised \$13.5 million for social programming in the City of Edmonton

#### UNIVERSITY OF ALBERTA

- ◆ Member, Lois Hole Farewell Organizing Committee
- ◆ Fund Developer, Faculty of Agriculture and Forestry
- ◆ Member, Senate 1991 – 1997
- ◆ Lay Observer, Faculty of Law Admissions Committee 1992
- ◆ Vice-Chair and Co-Author, Senate Task Force Report on Student Financing 1991 – 1992
- ◆ Lay Observer, Faculty of Medicine Admissions Committee 1994 – 1995
- ◆ Member, Faculty of Law Visiting Committee 1994 – 1995
- ◆ Member, Graduate Student Tuition Policy Committee 1994 – 1995
- ◆ Vice-Chair, Executive Committee of the Senate 1995 – 1997
- ◆ Chair, Task Force Report on Graduate Employability 1997  
Published, *Success by Degrees, Preparing Our Graduates for Alberta's Second Century*
- ◆ Member, Faculty of Agriculture, Forestry and Home Economics Advisory Council 1983 – 1989
- ◆ Advisor, Private Sector, Program Development Committee for the new Agricultural Business Management Undergraduate Program 1984

#### CANADIAN CATTLEMAN'S ASSOCIATION

Canada's national beef advocacy group

- ◆ Board member from Alberta 1978 – 1985

#### SEVERAL RURAL AND AGRICULTURAL ORGANIZATIONS

Approximately 25 years of involvement

### ***Employment History***

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- ◆ Drylander Ranch Ltd., Coronation, Alberta – Founder and Owner, Retired
- ◆ Drylander Investments Ltd, Edmonton, Alberta – Founder and Owner
- ◆ Pike Management Group, Lethbridge, Alberta – Contractor & Board Member
  - ❖ Affiliated with Sparks and Co, Memphis, Tennessee
- ◆ Alberta Agriculture, Food and Rural Development – Contractor
- ◆ Paintearth Feed and Fertilizer Ltd., Castor, Alberta – Co-Owner
- ◆ Canada Packers, Calgary, Alberta – Sub-Foreman
- ◆ Nugent Drilling Ltd., Calgary, Alberta – Shift Foreman
- ◆ Commonwealth Construction, Calgary, Alberta – High Steel Rigger

This is Exhibit "R" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

# Paul M. Bujold

11617-125 Street NW

Edmonton, Alberta, Canada T5M 0N5

Cell 1.780.270.4209 Work 1.888.988.7723 Work Fax 1.780.988.7724

Email paul@bujold.org

## EDUCATION

University of Alberta, Edmonton, Alberta, Canada 2016

**Master's level coursework in Community Engagement**

Fielding Graduate University, Santa Barbara, California, USA 2002-03

**Doctoral level coursework in Human and Organizational Systems**

University of Alberta, Edmonton, Alberta, Canada 1976-83

**Master of Arts in Community Development**

University of Alberta, Edmonton, Alberta, Canada 1967-70, 1975-76

**Bachelor of Science, Specializing in Psychology**

## EMPLOYMENT

Sawridge Trusts, Edmonton, Alberta, Canada 2009-present

**Trusts Administrator**

Manage a trust fund established by the Sawridge First Nation for the development of its people. Coordinate the development of benefits and development programs to assist in the development of individuals and of the community. Assist Trustees meet their fiduciary duties in managing an investment fund of CDN180,000,000 and administer an annual budget of CDN2,000,000.

Bujold Consulting, Alberta, Ontario, British Columbia, Canada 1992-95, 2003-06, 2008-09

**Management Consultant**

Provide contract services to government, businesses, non-profit organizations, community agencies and native organizations in community development, strategic planning, board and staff development, policy development, programme development and programme evaluation.

Setsembiso Sebunye Bahá'í High School, Mbabane, Swaziland 2006-08

**Head Master**

Manage the major socioeconomic development programme of the National Spiritual Assembly of the Bahá'ís of Swaziland as a member of the School Board and as the High School head master supervising 400 students, 30 teachers and 7 administrative and operational staff and an annual budget of SZL7,000,000. Developed community development outreach in adult literacy education and adult skills development for the local community surrounding the school.

Alberta Government, Edmonton, Alberta, Canada 2003

**Project Director**

Managed the development of a cross-government implementation plan for low income programmes. Chaired a number of interdepartmental committees and managed consultants to examine policy options on low income programmes in Alberta. Developed community capacity



## Paul M. Bujold, Curriculum Vitae

performance indicators and worked on improving outcome indicators for the Alberta Children's Services Business Plan.

Ribstone Child and Family Services Authority, Killam, Alberta, Canada  
Alberta Government

1998-2003

### **Chief Executive Officer**

Managed a staff of 60 and an annual budget of CDN12,000,000. Worked with a government-appointed community board and stakeholder groups to develop innovative, cost saving programme delivery and management systems for community-based child protection programmes. Participated on Ministry committees to develop a provincial accountability framework, community capacity building, a special case review model, a business planning and outcome measurement system and regional Authorities' financial and administrative practices.

Commissioner of Services to Children and Families, Wainwright, Alberta, Canada

1995-98

### **Community Planning Facilitator**

Managed a regional planning office with an annual budget of CDN250,000. Worked with a steering committee on a three-year long citizen participation planning process. Developed a method and carried out an extensive community participation programme involving 12,000 people to develop a plan to decentralise child protection services from the Provincial Government to regional Authorities through consensus building.

Bahá'í Community of Canada, Thornhill, Ontario, Canada

1988-90

### **Director of Operations**

Managed a staff of 100 employees and volunteers with an annual budget of CDN4,000,000 under the direction of the National Spiritual Assembly of the Bahá'ís of Canada. Managed 11 facilities and properties located across Canada.

National Bahá'í Teaching Committee of Canada, Thornhill, Ontario, Canada

1990-92

### **Secretary General**

Responsible for managing a committee charged with managing the community development programmes of the Canadian Bahá'í Community through 10 regional committees and 5 training institutes located across Canada.

Lakewood Family and Community Services, Cold Lake, Alberta, Canada

1984-88

### **Director**

Managed a staff of 15 employees and volunteers with an annual budget of CDN500,000 and worked with elected municipal councils and an appointed Board operating child and family community development programmes for two urban municipalities.

Hobbema Indian Health Services, Hobbema, Alberta, Canada

1983-84

### **Executive Director**

Managed a staff of 30 employees with an annual budget of CDN1,500,000 and worked with four elected First Nations councils and an appointed Board. Developed a process to implement the transfer of health and social services from the Federal Government to local native communities.

## Paul M. Bujold, Curriculum Vitae

Flagstaff Family and Community Services, Killam, Alberta, Canada 1979-83

### **Director**

Managed a staff of 15 employees and volunteers with an annual budget of CDN300,000 and worked with eleven elected municipal councils and an appointed Board. Managed facility and child and family community development programmes for eleven rural municipalities.

## **VOLUNTEER**

Canadian Bahá'í Development Agency, Ottawa, Ontario, Canada 2003-06

### **Secretary General**

Managed the activities of a Canadian Bahá'í agency responsible for the community development and social and economic development activities of the Canadian Bahá'í Community.

Alberta Institute Board, Edmonton, Alberta, Canada 1996-98

### **Chairman**

Chaired a national board responsible for developing and delivering training programmes in the Bahá'í community in Alberta, Canada.

Chinaward, Vancouver, British Columbia, Canada 1992-95

### **Proprietor**

Operated briefing and training agency to assist students and adults wishing to relocate to the People's Republic of China for education and business.

Canadian Bahá'í International Development Service, Ottawa, Ontario 1988-92

### **Member**

Part of an agency managing Bahá'í social and economic development projects in a number of African and South American countries.

National Bahá'í Social and Economic Development Committee of Canada 1985-88

### **Secretary General**

Responsible for managing a committee charged with providing policy advice to the Canadian Bahá'í Community on social and economic development.

National Bahá'í Education Committee of Canada, Thornhill, Ontario, Canada 1983-88

### **Chairman**

Chair of a committee charged with the responsibility for all Bahá'í regional training activities across Canada.

This is Exhibit "S" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

Catherine Twinn

**PRIVATE & CONFIDENTIAL**

September 15, 2015

Dear Madam:

**Re: Breach of Sawridge Trustees' Code of Conduct**

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We as Trustees of the Sawridge Trusts wish to advise you that we take the position that you have acted contrary to our Code of Conduct. As a result of your conduct, we are now invoking Paragraph 8 of the Code of Conduct.

According to Paragraph 8(b) of the Code of Conduct, any Trustee who has concerns about the conduct of another Trustee will raise those concerns with you, either privately or at a meeting of the Trustees, as may be appropriate in the circumstances. We feel that it would be most appropriate to raise our concerns at a meeting of the Trustees. We have chosen not to meet with you privately on an individual basis as we have found your behavior to be aggressive, disrespectful, and intimidating.

Attached to this letter are letters that each of us has previously written to the Chair of the Sawridge Trusts. These letters set out some of the concerns with your conduct as a Trustee. All of these letters have been previously provided to you and you are thus no doubt familiar with the content of these letters and the concerns that we have raised.

We also would like to recap some of our concerns as a group with respect to your conduct as a Trustee:

According to Paragraph 1 of the Code of Conduct, a Trustee is to act in the best interest of the beneficiaries and act with care, skill and diligence, integrity and impartiality. The Trustee must in general avoid conflicts of interest and duty and must act in a way that enables decisions to be made effectively. The Trustee must respect confidentiality and must not act in a way which brings the office of Trustee into disrepute.

We as Trustees of the Sawridge Trusts do not feel that you have acted in compliance with the Code of Conduct. In addition to the concerns raised in each of our individual letters, we also raise the following concerns, based upon some or all of our separate experiences, observations, and knowledge:

1. Your conduct at Trustee meetings has prevented us from being able to speak freely and engage in a meaningful dialogue. Your behavior at Trustee meetings is at times aggressive and bullying in nature. Further, on many occasions you have attempted to monopolize the Trustee meeting by engaging in long speeches, continuing to bring up topics that had been previously dealt with by the Trustees, and treating your fellow Trustees as though we were incompetent. This type of behavior has prevented the Trustees from being able to engage in meaningful dialogue concerning many agenda items and has unnecessarily delayed the work of the Trustees.
2. On many occasions you have refused to approve the Minutes of previous Trustee meetings on the basis that the Minutes do not accurately reflect what was discussed at the Trustee meetings. In some instances you then provide a long list of amendments, which, in our opinion, do not reflect what was discussed at the meetings.
3. On many occasions you have acted on your own, rather than abiding by the decision of the majority of the Trustees.

4. It has come to our attention that you have on many occasions engaged in bullying and abusive behavior, not only of the Trustees, but the Trust staff, auditors, officers, and lawyers involved with the Trusts.
5. There have been many occasions where you have improperly monopolized staff time and resources. This has included numerous requests to provide photocopies of documents, requests to engage in unnecessary research, preparation of timelines and papers, all of which utilize staff resources without benefiting the beneficiaries of the Trusts.
6. You have made unfair comments about the Trustees on many occasions, implying that we as Trustees are incompetent.
7. You have filed Affidavits with the Court of Queen's Bench of Alberta which breach your obligation of confidentiality, as well as breaching many aspects of Paragraph 5 of the Code of Conduct.
8. Trustees are to act in the best interests of the beneficiaries and not attempt to act in their own self-interests. We feel that you have breached this obligation as a result of your attempts to force the Trusts to pay you for fees that you claim are owed to you in the range of \$1M to \$3M. The Trustees have never been provided with a breakdown of the work that you allege constitutes this fee of \$1M to \$3M, nor have you shown that these fees are demonstrably reasonable. You are also claiming legal fees from the Sawridge Companies and the Trusts for legal fees that were not approved by the Trustees.
9. You have attempted to involve the Trust staff and resources to resolve personal issues concerning the administration of your deceased husband's Estate. These issues are personal issues to you and should not have involved Trust staff and resources.
10. In October 2010, you made a motion to proceed with an Application for Advice and Directions with respect to the wording of the 1985 Trust. We all agreed with the motion and it was carried unanimously. Legal counsel was hired and the Application is proceeding through the legal process. Recently, you have chosen to reject the position of the majority of the Trustees and have hired your own counsel. We do not consider your actions to be in the best interests of the Trust.
11. You have acted outside of your authority as a Trustee. Examples include communicating with St. Paul's University regarding setting up an endowed Chair, disclosing confidential information to beneficiaries and other third parties, refusing to abide by motions of the majority of the Trustees, filibustering at Trustee meetings, and, on many occasions, insisting upon discussing your own personal Agenda.

In general, we find you to be very difficult to deal with at Trustees meetings as a result of your behavior and your attempts to intimidate and limit meaningful dialogue amongst the Trustees.

Yours truly,

---

ROLAND TWINN

---

EVERETT JUSTIN TWIN

---

BERTHA L'HIRONDELLE

---

MARGARET WARD

This is Exhibit "T" referred to in the  
Affidavit of

Paul Buzold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

Brian Heidecker  
Trustee Chairman  
Sawridge Trusts

Mr. Heidecker;

Please consider this an official complaint about breaches of the code of conduct by trustee Catherine Twinn. I believe I have been overly patient about the behavior of Catherine over the years. The breaches are numerous and I will attempt to elaborate as many as I can in this correspondence.

First of all, on page one of the code of conduct, 2. Care and diligence section 2(b) "read and consider the agendas for trustee meeting along with accompanying materials; and" has been breached several times since 2009. This has been evident by Catherine asking for agenda items to be tabled because she did not get around to reading her package. I have also witnessed her asking for a meeting package at the start of the trustee meeting. This shows that she does not respect the other trustees enough to be prepared.

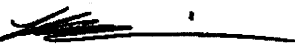
I also believe she has breached section 3. Communication with Directors and Management of Sawridge Corporation. She has stated several times that she has spoken to Ralph Peterson, chairman of the board of directors, outside of the shareholders meetings. She has also spoken to John MacNutt, CEO of the Sawridge Group of Companies, about corporate issues and not through the trustee chair.

I feel she is also in violation of section 4. Integrity, Impartiality and conflict of Interest specifically under the conflict of interest sub-section (e). Catherine continues to seek compensation for services at a lawyer's rate for work that was not approved by the board of trustees prior to the work being done. It is understood by me and Bertha, another trustee, that we as a board of trustees had agreed that \$75.00/hour was what a trustee could charge for services rendered outside of the normal duties of the Sawridge trustees.

Catherine is also in breach of section 5. Conduct Involving Decision-making Process sub-section (d) Compassion. She has on numerous times, too many to list in this letter, made unfounded accusations about me that were defamatory and in my view slanderous. Also sub-section (i) Consensus particularly the last sentence "In all cases, once a decision is made by the trustees it should be respected and followed by all." As stated before she refuses to respect the \$75 per hour rate for services outside of the normal duties of a trustee. When the trustees appointed Justin Twin as a replacement for retiring trustee Walter F Twin there was a motion to have the trustees sign a transfer of assets document from the existing board of trustees to the new board of trustees she refused to sign. We had to go to the court for advice and direction which ordered Catherine to sign the documents. Then we had to go through the process again when Margret (Peggy) Ward was appointed to replace trustee Clara Midbo after her passing away. It is my belief that Catherine breached sub-section (j) Objectivity when she objected to Justin Twin's appointment to the board of trustees because of her opinion that Justin was ineligible to be a status Indian and a Sawridge First Nation member by HER interpretation of the Indian act as existed on April 15 1982 even though Justin was on, April 15 1982 and still is, a status Indian and Sawridge First Nation member. Catherine brought forward a legal opinion from a lawyer that agreed with her however it was qualified at the beginning by stating he did not have all the facts or circumstances in this particular situation and if more information was brought forward that his opinion would change.

Within Schedule A of the Code of Conduct section General principles it states that "Second, a trustee must not profit from his position as a trustee." I believe that charging lawyer rates that I understand has a profit component, for work that was not authorized by the board, would be a violation of this section.

Sincerely  
Roland Twinn



This is Exhibit "U" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2012

[Signature]  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law



PERSONAL AND CONFIDENTIAL

February 2, 2015

Mr. Brian Heidecker, Chair  
Sawridge Board of Trustees

Dear Brian:

I am writing for your advice on application of the Sawridge Trusts "Trustees Code of Conduct". I am desiring to fulfill my personal duty/responsibility as a Trustee to ensure that the Trust Board functions in the best interests of the beneficiaries. This letter is not with regard to business matters *per se* but rather with regard to communication/interpersonal matters among Trustees. One of the documents provided to me as a new Trustee (in August 2014) summarizes "Duties of a Trustee upon Acceptance" and is based on *Waters' Law of Trusts in Canada*; it states:

The fourth duty is that if the newly appointed trustee discovers in the course of his investigation into trust matters that some asset or deed is not in safe custody or that other culpable breeches have occurred, he must make efforts without delay to rectify the situation.

In reviewing minutes of past Board of Trustees meetings (my having thus far scrutinized minutes from January 2012-current), I have noted several instances when the Trustee decision-making process seems to have contravened Section 5(i) [Consensus] which states in part that "In all cases, once a decision is made by the Trustees it should be respected and followed by all." [cf. Minutes of 140415; Minutes of 140812] In both of these examples, actions contrary to Section 5(i) appear to have financial implications for the Trusts. As well, there appears to be at least once instance when Section 6 [Confidentiality] may have been breached [Minutes of 140121 and 140225 regarding a letter from Trustee Catherine Twinn to Trustees dated January 17, 2014] This letter may also contravene Section 7 [Conduct Bringing Office of Trustee Into Disrepute] Both of these matters have been brought forward in various meetings prior to my appointment as Trustee, and the Code of Conduct has been referenced at meetings in this regard, [Minutes 140225; 140318; 140415].

My question is whether the Code of Conduct can be applied upon my discovering prior behaviors that are based not on my personal experience of these matters but on having examined recorded minutes referencing these behaviors/actions. I am also unsure about whether the Waters passage summarized above is relevant, i.e., extends to communication/interpersonal issues among Trustees.

I am cognizant that the Code of Conduct says that any of my concerns should first be raised with a Trustee privately or at a Trustee meeting. However, the concerns expressed above [paragraph two] seem to have been raised in meetings already and I wonder whether my bringing my concerns forward on these same issues, either privately or at a Trustee Board meeting, would further provoke intercommunication challenges among Trustees, i.e., would result in my prompting again a situation which would once again "disrupt the harmony of the group" [Code of Conduct Section 5-I]

Based on my examination of Trustee Meeting minutes in general (2012-2014), as well as my specific concerns outlined above or in the event that the Code of Conduct is invoked by any other Trustee on similar matters described above, I would support using the Mediator/Arbitrator process that is stipulated in the Code of Conduct Section 8 as a means for resolution of seemingly ongoing interpersonal/ communication challenges among Trustees; hence my original question about invoking the Code of Conduct based on Trustee Meeting minutes. Such a process, utilizing a contract [the Code of Conduct] signed by all Trustees, may be an appropriate remedy at this time towards restoring group harmony.

Thank you for your consideration of my questions posed in this letter seeking your advice and direction.

Sincerely,

A handwritten signature in cursive script that reads "Margaret S. Ward". The signature is written in dark ink and is positioned above the printed name.

Margaret S. Ward, PhD  
Trustee, Sawridge Trusts

This is Exhibit "V" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

Private & Confidential

26 January 2015

Mr. Brian Heidecker  
Sawridge Trusts, Board Chair  
220 Wolf Willow Road  
Edmonton, AB T5T 6N3

Dear Brian,

It is unfortunate that a number of circumstances have led to this letter. As an appointed Trustee of the Sawridge Trusts, I would like to register my formal complaint regarding breaches to the Sawridge Trustees Code of Conduct by Trustee Catherine Twinn. Specifics of my official complaints are as follows:

Catherine Twinn, in a letter dated January 17th, 2014 sent to the other Trustees and to yourself and copied to Beneficiaries, Persons who applied for beneficiary status and/or have standing in the application, Les Hill, Public Trustee Alberta, Minister Bernard Valcourt, Sawridge Directors Ralph Peterson, Gerry St. Germain, Ron Gilbertson, Mike Percy, Keith Anderson and John MacNutt, CEO, Sawridge Group of Companies, breaches the Sawridge Trustees Code of Conduct Section 3 subsection (a) and Section 3 subsection (b):

***3. Communications with Directors and Management of Sawridge Corporations***

*As expressed in the Trustees' Responsibilities document, the Trustees have adopted an arrangement under which none of them sit on the boards of Sawridge Corporations; instead, the Trustees have elected qualified persons to act as directors. This arrangement rests on two principles. The first is that the Trustees will not interfere in the roles, respectively, of the directors and of the management of the corporations. The second is that the Trustees will have sufficient and timely information about the conduct of the Sawridge Corporations so that, as a group, they are kept fully apprised of the business and affairs of the corporations and where considered advisable communicate any concerns through the Trustees' Chair to the Chair of the Board of Directors.*

*Two points dealing with the practical application of these principles apply to the conduct of Trustees. These are:*

*(a) Communications between the Trustees and the directors will ordinarily be made by and to the Trustees collectively only through the Trustees' Chair. Individual communications may occur only at meetings of the shareholders at which directors attend, including at annual shareholder meetings.*

*(b) Trustees will not interfere with management of the Sawridge Corporations. If any Trustee has any concern relating to management of the corporations that concern must not be communicated to the management but is to be brought to the attention of the Trustees as a group and the Trustees' concern can then be communicated through the Trustees' Chair to the Chair of the Board of Directors.*

The January 17th, 2014 letter from Catherine Twinn breaches Section 3 subsection (a) and breaches Section 3 subsection (b). These breaches need to be addressed according to Section 8 of the Sawridge Trusts, Trustees Code of Conduct. Please consider this letter as an official complaint under Section 8 of the Code.

The January 17th, 2014 Catherine Twinn letter also breaches Section 5 subsection (i) of the Code:

**5. Conduct Involving Decision-Making Process**

*In order that the decision-making process be fair and effective, it is crucial that communication among Trustees be fair and effective. Therefore, the Trustees shall act in accordance with the following principles:*

*(i) Consensus: where possible, Trustees should work towards unanimous agreement; where unanimous agreement is not possible, Trustees shall try to come to a consensus; where neither of these is possible Trustees shall reach decisions by simple majority. In all cases, once a decision is made by the Trustees it should be respected and followed by all.*

*Although Catherine may have attempted to bring this potential conflicts to the Trust Board in accordance with Section 4 subsection (b), Catherine has clearly breached Section 5 subsection (i). The Trust Board heard her concerns and made an effort to fully understand her concerns, going so far as to obtain a legal opinion on the interpretation of Justice Thomas' statements regarding potential structural conflicts in his decision filed 12 June 2012. The legal opinion and the majority of the Board did not agree with Catherine's personal interpretation of the Justice Thomas Decision but Catherine's revisits this matter in a rather public manner despite this majority view.*

Catherine Twinn's letter also breaches Section 5 subsection (j) of the Code:

*(j) Objectivity: Trustees must base their decisions upon relevant facts and information in a way that is not biased by undisclosed personal feelings or opinions.*

*Catherine's personal interpretation of the Justice Thomas decision brings a personal and unofficial view to a public forum that could cause undue harm to the betterment of the Sawridge Trusts by suggesting that the Trustees did not carry out their due diligence in this matter.*

Catherine Twinn's letter also breaches Section 5 subsection (m) of the Code:

*(m) Reconciliation: the Trustees accept that they are morally accountable for their own actions. Where their actions or decisions have, intentionally or unintentionally, caused disharmony, they accept a personal obligation to work towards restoring harmony.*

While Catherine may claim that she has tried to reconcile with the Trustees, it is clear from the Trust minutes that Catherine's view of reconciliation is to sway the other Trustees to her point of view and, failing this, she persists in attacking the other Trustees on these matters, going so far as to refuse to act, to oppose any action by the other Trustees and even to force matters to be taken

to the Courts for resolution. These actions are clearly not a reasonable attempt to reconcile differences. Catherine's letter also breaches Section 6 of the Code:

*6. Confidentiality*

*The Trustees shall maintain the confidentiality of the deliberations of the Trustees and of any other confidential information imparted to the Trustees including information received from the Sawridge Corporations and their businesses and affairs.*

*Confidential and sensitive information and/or documents have been distributed to several parties in this letter and in other circumstances without consent of the other Trustees. This breach of confidentiality has put the Trustees in the difficult situation of having to act to protect the Trusts through numerous costly court actions and by having to obtain costly legal opinions on a variety of subjects to confirm the position of the other Trustees.*

In the February 25th, 2014 meeting minutes, it was clear that there were official statements made regarding the breach of the Code of Conduct by Catherine Twinn and efforts were made to have Catherine withdraw her letter and threats of legal action. Catherine repeatedly refused to state that she was willing to comply with the Code of Conduct in this instance.

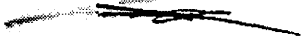
During my term as Trustee, all meeting minutes have been opposed by Catherine. Efforts by the Board were made to accommodate meeting minute amendments, but were once again met with opposition from Catherine. The Trust Board has tried to accommodate meeting minute amendment requests, but at times the requested amendments made by Catherine we're not reflective of what was discussed in the Trust meetings. These actions contravene Section 5 of the Code of Conduct.

In the Aug.12th, 2014 meeting minutes, Catherine opposed Margaret ( Peggy ) Ward's appointment to replace the late Clara Midbo's position as a Trustee. Margaret ( Peggy ) Ward was a part of a Trustee in Training program which she participated in several Board of Trustee meetings. Peggy was a part of a trustee in training succession plan which was designed to prepare potential future Trustees to potentially earn a position on the Trustee Board as positions became vacant. Although the trustee in training program may not have continued throughout every year of its creation, there was resources and efforts made to create succession planning for potential future Trustees. Opposition to Peggy Wards appointment contravene Section 5 of the Code of Conduct.

I have been approached by several beneficiaries who have raised concerns regarding Catherine's behaviour. Catherine's personal conduct in dealings with beneficiaries has disrupted many relationships. Her conduct has caused disrupted harmony amongst beneficiaries and they do not respect the way she behaves. Beneficiaries are concerned with how Catherine's personal views and actions impact her ability to carry out her duties in a fair and effective manner. Making decisions for beneficiaries as a whole, does not seem to be Catherine's way when conducting Trustee business. This raises concerns related to section 7 of the Code of Conduct which states that it is important that the role of the Trustees is respected by the beneficiaries. Her conduct is bringing the office of trustee into disrepute. These behaviours contravene Section 5 of the Code of Conduct.

I believe that Catherine Twinn has demonstrated her unwillingness or inability to fulfill her obligations as a Trustee to act in an effective, respectful manner and has breached many of the provisions of the Sawridge Trustees' Code of Conduct.

Yours truly

  
Justin Twin,  
Sawridge Trustee

This is Exhibit "W" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law



Mrs. Bertha L'Hirondelle  
Box 102  
Slave Lake, Alberta  
T0G 2A0

January 30, 2015

Mr. Brian Heidecker  
Chair, Sawridge Trusts  
214, 10310 – 124 Street  
Edmonton, Alberta  
T5N 1R2

Dear Mr. Heidecker:

**Re: Ms. Catherine Twinn – Breach of Sawridge Trustees' Code of Conduct**

After much thought and consideration, I am writing to officially bring forward my concerns regarding breaches of conduct by Ms. Catherine Twinn, a current Trustee of the Sawridge Trusts.

We as Trustees are bound to carry out our basic obligation of acting in the best interests of the beneficiaries with care, skill and diligence, integrity and impartiality. Trustees must also avoid conflict of interest. We must act in a way that enables decisions to be made effectively and does not bring the office of Trustee into disrepute. I strongly believe that Ms. Twinn has failed to behave as required of a Trustee and is in breach of many of the provisions set out in the Trustees' Code of Conduct. Below are some examples:

- Ms. Twinn often asks that agenda items be tabled as she has not read her meeting materials in advance of the meeting and is unprepared to discuss the matter. This results in a delay of making decisions in a timely manner. This is a contravention of section 2(b) of the Code of Conduct which requires Trustees read and consider the agendas for Trustee meetings along with accompanying materials.
- In some Trustee meetings, Ms. Twinn has stated that she has spoken to Mr. Ralph Peterson, Chair of the Board of Directors for the Sawridge Group of Companies. This is in contravention of section 3(a) of the Code of Conduct which states that "Communications between the Trustees and the directors will ordinarily be made by and to the Trustees collectively only through the Trustees' Chair. Individual communications may occur only at meetings of the shareholders at which directors attend, including annual shareholder meetings."

- Ms. Twinn has also stated on some occasions that she has spoken to Mr. John MacNutt, CEO, Sawridge Group of Companies. This is in contravention of section 3(b) of the Code of Conduct which states that "Trustees will not interfere with management of Sawridge Corporations. If any Trustee has any concern relating to management of corporations that concern must not be communicated to the management but is to be brought to the attention of the Trustees as a group and the Trustees' concern can then be communicated through the Trustees' Chair to the Chair of the Board of Directors.
- The Trustees had decided that a Trustee could charge \$75.00 per hour for work performed outside the normal duties of the Sawridge Trustees when such work has been authorized by the Trustees. Despite the Trustees' decision, Ms. Twinn continues to issue invoices to Sawridge Trusts based on her hourly rate as a lawyer, well above the \$75.00 rate, for work not approved by the Trustees. This is in contravention of section 4 of the Code of Conduct under Conflict of Interest which states that a Trustee is in a conflict when he or she may obtain a benefit, directly or indirectly, from his or her position as a Trustee. This is also in contravention of General Principles set out in Schedule A (page 7), specifically that first, a trustee must not place himself or herself in a position of conflict between his or her self-interest; and second, a trustee must not profit from his position as trustee.
- Ms. Twinn has demonstrated poor conduct in her communication with her fellow Trustees and behaved in a manner that has negatively impacted professional, personal and family relationships. She has failed to carry out her duties in accordance with the principles set out in section 5 of the Code of Conduct, including cooperation, tolerance, compassion, relationship, consensus, objectivity, peacefulness and respect, and reconciliation.
  - Ms. Twinn has verbally attacked Trustees during meetings and made unfounded accusations against some Trustees, myself included. She fails in her obligation to be polite, respectful and courteous in her dealings with her fellow Trustees and is often angry and short with us. This disrupts the harmony of the group.
  - The day after my sister and fellow Trustee Clara Midbo passed away, Ms. Twinn served the Sawridge Trusts with an action seeking to have a majority of Trustees removed from the Board. This was callous, insensitive and disrespectful behaviour that hurt me, other Trustees, and beneficiaries. Ms. Twinn failed to be compassionate and caring during a very difficult time. She clearly has not behaved in ways that positively strengthen relationships with the other Trustees and beneficiaries.
  - When Mr. Walter Felix Twin retired from his position as Trustee, a majority of Trustees voted in favour of appointing Mr. Justin Twin to the Board of Trustees and

passed a motion to have the Trustees sign a Transfer of Assets from the old board to the new board, Ms. Twinn refused. We were forced to go to Court for advice and direction. The Court ultimately ordered Ms. Twinn to sign the transfer documents. Ms. Twinn repeated this behavior when a majority of Trustees appointed Ms. Margaret (Peggy) Ward to replace Mrs. Midbo after her passing. Ms. Twinn's action delayed business of the Trusts from moving forward. It was both unnecessary and costly.

- Ms. Twinn's objection to Mr. Justin Twin's appointment to the Board was based on her opinion that he was ineligible to be a Status Indian and Sawridge First Nation member based on the *Indian Act* as it existed on April 15, 1982. Justin was in fact a Status Indian and member of Sawridge First Nation as of April 15, 1982 and continues to be a Status Indian and member of the Sawridge First Nation. Ms. Twinn's sought a legal opinion that agreed with her position regarding Justin, but was qualified by the lawyer's statement that he did not have all of the facts of this particular situation and that his opinion could change if further information was brought forward.
- As discussed above, Ms. Twinn continues to seek compensation at a rate above that set by the Trustees. She forced the Trustees to seek a Court order requiring Ms. Twinn to sign the Transfer of Assets documents from the old board to the new board. This behaviour is a violation of the Code of Conduct that states that once a decision is made by the Trustees, it should be respected and followed by all.

I have been approached by several beneficiaries who have raised concerns regarding Ms. Twinn's behavior. Her personal conduct in dealings with beneficiaries has strained relationships. They do not respect the way she behaves and they worry how her personal views and actions impact her ability to carry out her duties in a fair and effective manner. This raises concerns related to section 7 of the Code of Conduct which states that it is important that the role of the Trustees is respected by the beneficiaries. Her conduct is bringing the office of trustee into disrepute.

I believe that Ms. Twinn has demonstrated her unwillingness or inability to fulfill her obligations as a Trustee to act in an effective, respectful manner and has breached many of the provisions of the Sawridge Trustees' Code of Conduct.

Yours truly,

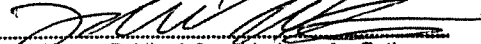
  
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This is Exhibit "X" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 20 17



A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

**Sawridge Trust  
Sawridge Inter Vivos Settlement  
Board of Trustees  
August 25, 2009  
Sawridge Inn, Edmonton South  
Meeting Minutes**

**Attendees:** Chief Roland Twinn, Catherine Twinn, Bertha L'Hirondelle Twin,  
Walter Felix Twin, Clara Midbo,

**Guests:** Dale Dewhurst, Brian Luther Mowbrey Gil LLP, Ray Wanuch  
(CANDO), Jan Luther

**Recorder:** Jan Luther

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**1. Sawridge Hotel Edmonton - Grand Opening**

J. Luther provided an update on planning for the Grand Opening celebrations of the Sawridge Inn Edmonton South:

- Due to construction delays the opening will now take place October 15<sup>th</sup>. Trustees will be invited to this event along with the Board of Directors and members of the Edmonton business community. Invitations are scheduled to go out via email and Canada post by September 15<sup>th</sup>. Trustees are asked to provide names of any guests they would like to invite to this event to J. Luther.
- Trustees will be consulted regarding the proposed Beneficiary event which will include a show of the art work of Brenda Draney. The date and details to be discussed.

Chief R. Twinn noted that the Beneficiary program should be in place prior to holding the Beneficiary event.

**2. Administrative Matters to Enable Trustees to Distribute Benefits to Beneficiaries and Thereby Fulfill One of Their Legal Obligations:**

- 2.1 C. Twinn introduced Dale Dewhurst as the potential new Chairman for the Board of Trustees and Jan Luther as the potential Secretary/interim Secretary for the Board of Trustees. Dewhurst distributed commentary/questions for the Trustees to review outside of the meeting noting that if all parties are in agreement with Dewhurst assuming the role of Chair, Dewhurst would provide a contract. Dewhurst invited Trustees to contact him directly with any questions or discussion around this matter. J. Luther will contact Dewhurst after the Board of Directors meeting of August 28<sup>th</sup> and advise of her interest in assuming the secretary role should the Trustees agree to this arrangement.

## 2.2 Trust Office Space – Edmonton Sawridge Hotel

J. Luther advised that there has been some discussion at the management level on the possibility of space being provided for the Trustee office at the Edmonton South hotel. J. MacNutt to be consulted on the potential for this space and the estimated cost of renovation.

**ACTION:** J. Luther to discuss office space matter with J. MacNutt to obtain a recommendation and cost estimate. Luther to communicate outcome to the Trustees.

## 2.3 Record Gathering and Organizing

C. Twinn provided background information on the history of the management of the Trust Records as follows:

- The Band was the former management group until the new Management team took control April 1, 2003. M. McKinney acted as de facto CEO following the passing of Walter Twinn, October 30, 1997;
- The Band held a Management Contract until March 30, 2003 under which the Band was paid a yearly management fee to manage and control the Companies which included care and management of all Trust Records;
- New Management (J. MacNutt) took control April 1, 2003;
- Concerned with proper record keeping, C. Twinn moved a Resolution in May, 2003 requiring J. MacNutt and M. McKinney to oversee an orderly transfer of Trust Records from the former management group (the Band) to the new Management Group. This was confirmed by a memo C. Twinn prepared following the meeting.
- C. Twinn added that on many occasions she had advised Trustees of the obligation to keep, for life, all the records pertaining to the Trusts, including those relating to the Companies;

At today's meeting, in response to the record keeping requirement, B. L'Hirondelle Twin and Chief R. Twinn disclosed that Corporate Records, were "burned in 1998 and/or 1999 with CRA approval"; however it is believed that Trust records were not destroyed at this time.

Chief R. Twinn indicated that the Trusts cannot direct Mike McKinney, the Band's employee cost shared with Sawridge Management, to produce Trust Records.

It is unclear if any Trust Records remain in the "Greenhouse" on the reserve however Chief R. Twinn advised that the Sawridge Group of Companies (Sawridge Management) leases and pays rent to the Band for the building, therefore Sawridge Management has access to all the records.

C. Twinn added the following comments:

- a. Trustees are obliged by law to keep all records and be able to account at any time for all monies flowing in and out the Trusts. Trustees must keep all records pertaining to assets held by the Trusts, namely all corporate records of the Corporations and their subsidiaries. C. Twinn provided the following information from a communication received from David Ward October 3, 2008:

*This is to confirm our telephone conversation today where I advised you that Ron should send an email to the Chair of the Board of Trustees to advise the Chair that the Trustees have an obligation to maintain all records and therefore, the Corporations and their subsidiaries should preserve all corporate records indefinitely. In other words, there should be no corporate policy permitting destruction of documents.*

- b. Given that the Band and the Companies have or had knowledge and control relating to Trust Records, including the Companies and subsidiaries, C. Twinn requested that J. MacNutt and M. McKinney provide joint recommendations on the best and most expedient process to gather, consolidate and list all records since 1985 when the Sawridge Inter Vivos Settlement was established and 1986 when the Sawridge Trust was established; and that they should also identify costs to the Trusts arising from their recommendations relating to record management.

C. Twinn added that in her view an outside firm should be retained immediately to ensure the orderly gathering of the Records.

#### 2.4 Passing of Accounts - Proposal from Mowbrey Gill LLP

C. Twin introduced Brian Luther, who provided a brief overview of his firm's experience with the passing of accounts through the Courts and background on his work with various First Nation groups. Luther noted that the biggest part of the process would be the gathering and organizing of the records; the preparation and presentation would clearly be an accounting function. Luther responded to questions from the Trustees. It was agreed that an 'in house' person would by far be the most economical way to gather the information and for organizing records on a go forward basis.

Chief Twinn noted that it would be beneficial to have the Beneficiary Program in place prior to the passing of accounts.

#### 2.5. Four Worlds Banking Recommendation: Banking Proposal RBC

Tabled for the next meeting.

### **3. Economic Development Through Reconciliation Project**

C. Twinn introduced Ray Wanuch, Director, Council for the Advancement of Native Development Officers (CANDO).

R. Wanuch provided a brief overview of CANDO which trains and certifies individuals to become economic development officers. Across the country 150 people are now certified under this program. In addition CANDO hosts a national conference, and this year it will take place at the Enoch River Cree Resort.

The Trustees discussed The Economic Development Through Reconciliation Project across Canada and as it pertains to the Sawridge Band. Wanuch noted that CANDO is interested in participating in the project looking at reasons why some First Nations groups progress and others remain unsuccessful. CANDO would be looking at sourcing funds for the project and anticipates that this would be a project that might attract research money.

Chief R. Twinn noted that Alberta is a difficult area with a history of bands not necessarily working well together, and added that this project appears to be targeting the eastern provinces. Wanuch responded that the three communities for the study have yet to be chosen and criteria to be developed for community selection.

C. Twinn reminded the group of Chief Walter Twinn's commitment to economic development and his recognition of the oppressive system of violence and exclusion. In later years Walter recognized that the problem being more spiritual than economical; C. Twinn noted that the Redekopf project links economic development with spiritually.

D. Dewhurst thanked Mr. Wanuch for attending the meeting and noted that today's discussion was for information only. Chief R. Twinn added that the Band had looked at the proposal but there was no interest at this time for the band to participate or fund.

### **4. Interviews for Beneficiary Program Administrator**

J. Luther presented four candidates for the Position of Beneficiary Program Administrator. Luther provided written questions to the Trustees to assist in the interview process.

Following the interviews Trustees agreed on the first choice of candidate being Paul Bujold. Meanwhile the Trustees will participate in a conference call on Friday, August 28<sup>th</sup> at 11:00 a.m. to solidify their decision and address any areas of concern. A Trustee In-Camera session will follow the candidate selection discussion to review appointment of the Chair.

**Action:** D. Dewhurst to follow up with further discussion with P. Bujold; J. Luther to contact Bujold to obtain references.



**5. Ardell Twinn Proposal**

C. Twinn referred to the Draft Resolution pertaining to Ardell Twinn's proposal as included in the agenda package. C. Twinn noted that this resolution has been provided to Chair Peterson for his review and comments. This item tabled pending further discussion with Peterson.

**6. Travel Centre**

Trustees discussed the operational issues at the Travel Centre and the question of notifying the Directors of business concerns. In addition the topic of conflict management and the treatment of long term employees were raised.

D. Dewhurst suggested that Directors be requested to provide information on action being taken in regards to the perception of erosion of business at the Travel Centre, and the processes in place for conflict management.

**7. Training/On Going Professional Development**

- a. First Nation Trusts – Conference November 18, 2009
- b. ADR Conference October 21 – 23, 2009

Information items included under tab 6 in the agenda package.

**8. Future Meetings/Issues/Dates**

**The following items were tabled due to time constraints:**

- a. Succession Planning
- b. Conflict Management - Unity Building
- c. Passing of Accounts
- d. Performance Evaluations
- e. Protocols and Policies as between the Trustees and Administration in the implementation of the Four Worlds Report
- f. Other

**9. Reports and Updates**

**The following items were tabled due to time constraints:**

- a. Information Trustees Require – questions arising from materials dated July 10, 2009 received July 24, 2009 from David Ward. Follow up. Questions to Directors re Financials.
- b. Tax Strategy
- c. Mediation Process with Elder Morris Little Wolf – next steps

- d. Four Worlds, David Ward and Tim Youdan
  - i. Identifying Beneficiaries under the Inter Vivos Settlement
  - ii. Answering Questions asked by Beneficiaries during the Consultation Process and Providing Information to Beneficiaries they are entitled to.
  - iii. Passing of Accounts
  - j. Other

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Chairman of the Board of Trustees



**Sawridge Trust  
Sawridge Inter Vivos Settlement Trust  
Board of Trustees Meeting  
November 17, 2009  
Sawridge Inn, Edmonton South  
Meeting Minutes**

**Attendees:** Chief Roland Twinn, Bertha L'Hirondelle Twin,  
Walter Felix Twin, Clara Midbo, Catherine Twinn  
David Ward (via conference call)

**Guests:** Paul Bujold, Acting Chair and Program Administrator  
**Recorder:** Jan Luther, Interim Secretary

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**1. Welcome**

Paul Bujold called the meeting to order at 10:30 a.m.

**2. Approval of Agenda**

Prior to approving the agenda, Item #5 was addressed with the Trustees in agreement to attend a joint meeting with the Sawridge Board of Directors on **December 4<sup>th</sup>**, 12:00 p.m. to 4:00 p.m. In addition the next Trustee meeting was confirmed for **December 15<sup>th</sup>**. For future meeting dates Trustees agreed to meet the third Tuesday of each month.

It was noted that Trustees would like to see the agenda for the December 4<sup>th</sup> joint meeting ahead of the meeting.

**Moved by Chief Roland Twinn and seconded by Clara Midbo that the agenda be accepted as presented.**

**Carried**

**3. Approval of Minutes of the Meeting of October 26, 2009**

**Moved by Clara Midbo and seconded by Walter Felix Twin that the minutes of the meeting of October 26, 2009 be accepted with one correction.**

**Carried**

**3b. Resolution re Interim Chair**

The prepared Resolution appointing Paul Bujold as acting Chairman was distributed and signed by each Trustee.

**4. Business Arising from the Minutes**

4a. RV Park Proposal

Chief Twinn provided background on this proposal noting that at this time a full comprehensive business plan is yet to be provided for the project. This item remains outstanding.

4b. Legal Fees

Paul Bujold advised that the legal fee reporting is incorrect with Fourworlds fees being listed as legal expenses. Paul will correct and in future will endeavor to compartmental fees prior to reporting.

4c. Prior Resolutions

Paul Bujold advised that the process of gathering records continues and eventually all resolutions will be assembled together.

4d. Ron Ewoniak

Paul Bujold noted that at this time he has not been able to meet with Ron Ewoniak.

4e. Comprehensive Compensation Policy

The following points highlight the Trustee discussion regarding a comprehensive compensation policy.

- With the Passing of Accounts the court may set an amount they deem equitable. Trustees should decide first what is reasonable.
- Clarification on understanding the company asset value versus the ongoing business value is needed.
- Prior to December 4<sup>th</sup>, Paul Bujold to request that David Ward and Ralph Peterson discuss the method for establishing the value of the corporation. Paul to request that a memo be provided with different formulas and recommendation for the most reasonable model to adopt.

4f. Budget Presentation

Paul Bujold provided a revised budget noting that the budget would be under revision until all costing is confirmed.

4g. Policy B-01 Beneficiaries of the Sawridge Band  
Inter-Vivos Settlement (Tabled)

Paul Bujold advised that individuals are contacting him looking for benefits and the issue of identification is becoming critical.

Trustees discussed possible alternatives for tackling the identification problem. It was noted that David Ward has agreed to assist by providing a law student to conduct research. Paul noted that in discussion with the lawyer regarding the Passing of Accounts it was recommended that beneficiary identification be carried out prior to the process.

Trustees concluded that David Ward will be asked to oversee this project with the assistance of a law student. In addition, Chief Twinn has offered the consult services of Mike McKinney regarding First Nations Law, and Catherine Twinn has also offered her services in this area both free of charge. Catherine Twinn also noted that Sharon Venn would also be available.

**Moved by Chief Twinn and seconded by Bertha L'Hirondelle Twin that David Ward be retained to assist in indentifying the Inter-Vivos Settlement Trust Beneficiaries. In addition, David to be informed that the consult services of Mike McKinney, Catherine Twinn and Sharon Venn will also be made available. Mike McKinney's services are being offered by the Band and Catherine Twinn will offer services free but will keep a record of her time as a Trustee.**

**Carried**

Paul Bujold provided a handout of the proposed newspaper advertisement seeking individuals claiming beneficiary status. This advertisement will be posted in major newspapers in Alberta, Saskatchewan and British Columbia. In addition, the advertisement will also appear in local newspapers and various postings around Slave Lake.

**Moved by Catherine Twinn and seconded by Clara Midbo that the Trustees approve the posting of a newspaper advertisement seeking potential beneficiaries of the Sawridge Inter Vivos Settlement Trust.**

**Carried**

4h. Policy B-02 Beneficiaries of the Sawridge Trust Agreement

Paul Bujold advised that the one time cash payment would be paid only to those beneficiaries appearing on the Sawridge Trust agreement (Band members), until such time as the true beneficiaries of the Inter-Vivos Settlement Trust can be identified.

4i. Bank of Nova Scotia Signing Authority Sheet

Paul Bujold provided the signing authority sheet for the final signature.

4j. Answering Questions asked by Beneficiaries during the Consultation Process

Paul Bujold referred to the beneficiary letter/package to be sent out to the beneficiaries, noting that David Ward has reviewed. Trustees provided approval of the proposed package.

4k. Document Collection and Passing of Accounts

Paul Bujold noted that most of the document material has been located. The corporate office has advised that due to confidentiality and security issues the Trusts would not be able to access the EPICOR system; therefore an alternative system will be purchased.

Paul reported on recent meetings with two accounting firms and the proposals received from Mowbrey Gil LLP and Myers, Norris, Penny LLP; based on cost only Myers Norris Penny is the recommended accounting firm to be retained. Paul also met with lawyer Doris C.E. Bonora of Reynolds, Mirth, Richards and Farmer LLP and recommends hiring Doris as legal counsel for the Passing of Accounts.

**Moved by Catherine Twinn and seconded by Chief Roland Twinn that Doris Bonora of Reynolds, Mirth, Richards and Farmer LLP be retained as legal counsel for the Passing of Accounts; and Myers, Norris, Penny LLP be retained as accountants for the Passing of Accounts.**

Carried

4l. Conflict Management – Unity Building

Paul Bujold advised that he would be willing to provide a session on conflict management/unity building. Paul to provide a conflict management proposal and possible costs.

4m. Mediation Process with Elder Morris Little Wolf – Next Steps

The mediation process between Chief Guy Twinn and Catherine Twinn is now on hold while certain legal issues are in process.

4n. Trustee Performance Evaluations

Trustees discussed a prior performance evaluation process and their perceived views on why this process was taking place. It was felt at this time a performance evaluation would not be beneficial, however Paul Bujold noted that during the Passing of Accounts the Trust lawyer would be providing an explanation of the process which in itself would be an educational program.

4o. Trustee Succession Planning

Paul Bujold commented on the need for a process for succession planning, noting that it would be unwise to be caught unprepared. Catherine Twinn noted that there may be other people that could be brought in and this was a topic that should not be avoided. Paul asked Trustees to think of ways of involving people and noted that now a Trust office is in place this might be a good opportunity to bring in young people over the summer months to see the work that is being carried out. Catherine also noted that should the Trusts deeds be written in a way that no longer makes sense for the Trusts this matter could be addressed during the Passing of Accounts.

5. **Meeting with the Company Directors, December 4<sup>th</sup> 12:00p.m. to 4:00 p.m.**

Confirmed.

6. **Directors/Trustee Liability Insurance**

Included in the package for information only.

**7. 1:00 p.m. Conference Call with David Ward regarding information Trustees require from Companies and questions arising from materials from David Ward July 10, 2009, July 29, 2009, November 6, 2009**

David Ward joined the meeting via conference at 1:00 p.m. various matters were discussed as follows:

Trustees updated David Ward on the issue of membership rules, with Trustees agreeing that they would like David to take care of this with the assistance of Mike McKinney, Catherine Twinn and Sharon Venn; noting that the services of an articling student would be preferable to keep the costs down.

A discussion took place regarding the valuation of the companies with the decision for David Ward to discuss the matter with Ralph Peterson.

Negotiation with the companies for the annual sums of money from the two parent companies to finance the beneficiary program is an urgent issue. This matter should be brought forward while the companies are in the process of preparing their annual budget (2010). In addition the question of payment of tax on any financial distribution needs to be addressed.

Paul Bujold raised the issue of the difficulties he is experiencing as an administrator of a trust which is not incorporated. Obtaining credit is an ongoing issue.

Directors have requested a joint meeting on Dec. 4<sup>th</sup>. It was agreed that it is important to identify issues to be raised and the necessary prep work undertaken.

David Ward referred to the most recent material received from the Board of Directors and the subsequent report provided by David to the Trustees. David reviewed the four page summary which is currently in the mail to each of the Trustees. Following the review there was discussion regarding the financial results noting that the businesses are substantially struggling. David noted that a monthly balance sheet was not provided.

A discussion took place regarding the funding required to support the beneficiary program for 2010 and thereafter. It was noted that negotiation with the companies for an agreement on funding was critical.

David noted an In Camera item but commented there was no record of discussion.

David Ward and Paul Bujold to commence discussion with Ralph Peterson regarding flow of funds to support the beneficiary program as laid out in the proposed beneficiary program budget; this discussion to also include the tax liability issue. Trustees were in agreement that beneficiaries should not be paying the taxes on any monies received. The following items were identified as joint agenda items:

1. Financial Performance
2. Redekopf Project
3. Paul Martin Initiative



4. Budget for 2010
5. Slave and Edmonton Hotel Results
6. Impact of Gas Industry
7. Vacation/Discount for Beneficiaries at Sawridge Properties.
8. Beneficiary Attendance at the AGM

The above items and any arising issues to be brought forward by David Ward and or Paul Bujold for discussion with Ralph Peterson and inclusion on the joint meeting agenda.

**8. 2:00 p.m. Conference Call with Vern Neufeld Redekopf**

Tabled

**9. Beneficiary Good-Will Payment**

Cash payments will be made to Beneficiaries before Christmas.

**10. Budget Operating**

Paul Bujold distributed a list of payables and reviewed with Trustees; identified discrepancies will be corrected.

The Operations budget 2009/2010 was reviewed; Paul noted that this budget is still in flux until real costs are established. Paul identified some hard costs regarding trusts office expenses:

Office Lease: \$45,000  
Webpage Development: \$27,500  
Photocopy/Fax Unit: \$10,400  
Photocopy Maintenance: \$3,600.

Paul also noted that retainers for 2009 will be paid in relation to the Passing of Accounts.

**11. Budget Benefits**

Paul Bujold reviewed the budget as distributed at the meeting noting that the Community Wellness program includes a proposed community meeting in Slave Lake and the operation of the wellness committee. In addition budgeting for cash distributions to Band members is included in the 2009 budget.

Paul noted that Phase II of the proposed beneficiary program will need to be addressed.

Trustee Budget:

The Per Diem is identified at \$2,000 per meeting. \$5,000 for each Trustee for educational development has been assigned within the budget.

Interim Chair Role: Paul Bujold to compile roles and responsibilities for the Chair of the Trustees and Secretary to the Trustees along with confidentiality agreements and past retainers. Catherine Twinn noted that Ralph Peterson has offered his assistance in addressing recruitment of the Chair.

Walter Felix Twin requested that Trustee meetings take place in Slave Lake on occasion.

**12. Adjournment and Next Meeting Date**

Moved by Chief Roland Twinn and seconded by Walter Felix Twin that the meeting be adjourned at 4:50 p.m.

**\*A Joint meeting with the Board of Directors will occur on Dec. 4<sup>th</sup> 12:00 p.m. to 4:00 p.m.**

**\*The next full Trustee meeting will take place on Dec. 15<sup>th</sup> at the Trust office #801, 4445 Calgary Trail NW. (780) 988-7723**

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Paul Bujold  
Acting Chair

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**Sawridge Inter Vivos Settlement and Sawridge Trust  
Board of Trustees Meeting Minutes  
15 December 2009  
Sawridge Trusts Office, Edmonton**

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**Attendees:** Clara Midbo, Catherine Twinn, Bertha L'Hirondelle, Chief Roland Twinn, Walter Felix Twin,

**Guests:** Paul Bujold-Acting Chair and Trust Administrator, Doris Bonora, Owen Jackson and Eileen Key

**Recorder:** Sonja Latter

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**1. OPENING AND PRAYER**

Paul Bujold called the meeting to order at 10:30 a.m. The meeting was opened with a prayer by Walter Twin.

**2. APPROVAL OF AGENDA**

Moved by Catherine Twin and seconded by Chief Roland Twin that the agenda be accepted as presented.

Carried

**3. REVIEW OF MINUTES OF THE MEETING OF 17 NOVEMBER 2009**

Moved by Catherine Twin and seconded by Clara Midbo that the minutes of the meeting of 17 November 2009 be accepted as corrected.

Carried

**Corrections:**

*4a. RV Park Proposal*

The draft resolution sent to Directors regarding the Sawridge Holdings Ltd. lands still has not been discussed between the boards.

*4g. Policy B-01 Beneficiaries of the Sawridge Band Inter-Vivos Settlement*

Strike out "Catherine Twinn also noted that Sharon Venne would also be available."

*4m. Mediation Process with Elder Morris Little Wolf – Next Steps*

Chief Roland Twin indicated the mediation process is on hold pending the resolution of certain issues.

*4n. Trustee Performance Evaluations*

A majority felt at this time a performance evaluation would not be beneficial.

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40. *Trustee Succession Planning*

Catherine also noted that should the Trust Deeds require amendment, this could coincide with the Passing of Accounts.

7. *Conference Call with David Ward (Paragraph 4)*

Negotiation should be brought forward with the companies and formally raised at the 4 December 2009 meeting.

7. *Conference Call with David Ward (Paragraph 7)*

Following the review, there was discussion regarding the financial results noting that the businesses have been impacted by the economic collapse and 2009 performance is below 2008 performance.

7. *Conference Call with David Ward (Paragraph 8)*

David noted that the Director's materials reference *In Camera* matters for which there is no record of discussion available to the Trustees.

7. *Conference Call with David Ward (joint agenda item #6)*

Budget assumptions including impact of gas industry on the hotels.

11. *Budget Benefits (Trustee Budget)*

Pending resolution of the Trustee compensation issue Paul has placed an item in the budget for Trustee meetings at \$2,000 per meeting.

4. **BOARD OF TRUSTEES CHAIR**

4a. *Chair Recruitment Process*

It was discussed that the Trustees need to come up with a process of how to choose a new chair. Chief Roland Twin stressed that the Trustees need to figure out just how much of a work load the position will be so that the new chair can begin the position well informed. To begin the recruitment process, the Trustees first need to have a discussion and agree on the roles and responsibilities of the chair person including likely fees for the position. Once there is agreement on the parameters, the Trustees can begin to look for possible candidates. Trustees will check their individual networks and possibly hire a formal recruiter for this process.

4b. *Directors' Offer to Act as Interim Chair*

The Trustees thanked the Company Directors for the offer of an Interim Chair from their number but felt that a cross-over between the two Boards would simply cause confusion about roles and limits. The Trustees asked Paul Bujold if he would continue as Interim Chair while the search for a permanent replacement is underway. Paul informed the Trustees that in order to properly fulfill both positions he would require some administrative help as soon as January 2010.

**It was decided that Paul Bujold would continue to act as Interim Chair until the Trustees can recruit a permanent Chair.**

4c. *Terms of Reference – Chair Roles and Responsibilities*

Some research will be undertaken by the Trust Administrator on previous discussions and common understanding of Chair roles and responsibilities for discussion by the Trustees at a future meeting.

5. **TRUSTS BUDGET REVIEW AND FUNDING REQUEST FROM COMPANY**

5a. *Trust 2010 Budget*

Paul Bujold informed the Trustees that Phase 2 Benefits Programs were not included in the 2010 Budget because they were not intended to be implemented this year. He also informed them that the money budgeted for Housing Support in Phase 2 was moved into Phase 1. The only question on the budget was whether or not it should be amended to include a Chair. Chief Roland Twinn suggested that the budget be approved and adjusted later as necessary.

**Moved by Chief Roland Twinn and seconded by Catherine Twinn that the 2010 Trust Budget be approved as proposed and adjusted if needed at a later date.**

**Carried**

5b. *Companies Audit Committee*

**Tabled for a future meeting**

5c. *Trustee Fees*

Paul Bujold informed the Trustees that the Trustees Section of the 2010 Budget is simply a place holder pending Court advice through the Passing of Accounts on Trustee fees.

5d. *Company Payment of Principal or Interest for the 2010 Trust Budget*

Paul Bujold informed the Trustees that they can choose to ask for the interest on the debentures or request a payment of debenture principle. A request for an interest payment would have to be larger than the budgeted amount to account for the income taxes that would have to be paid on an interest payment. A request for a payment of principle would not involve a tax liability.

**Moved by Catherine Twinn and seconded by Clara Midbo to request payment of the principle from the Companies.**

**Carried**

Because the Trustees are only requesting payment of the principle, the interest needs to be waived.

**Moved by Clara Midbo and seconded by Chief Roland Twinn to waive the interest owed by the Companies.**

**Carried**

**Moved by Walter Twinn and seconded by Clara Midbo that the Trustees resolve that all interest payable for the calendar year 2009 to the Sawridge Band Intervivos Settlement and The Sawridge Trust (herein collectively, "the Trusts") by Sawridge Holdings Ltd. And 352736 Alberta**

Ltd. (collectively, "the Corporations") is hereby waived; that all interest that will accrue during the 2010 calendar year to the Trusts by the Corporations is hereby waived, and that the Trusts shall demand payment by the Corporations to the trusts during the year 2010 of an aggregate principal amount of \$2,867,477.

Carried

A Resolution was signed by the Trustees present as well as an Agreement between the Trustees and the Corporations regarding the waiver of interest owed and the demand for a payment on the principal owed.

5e. *Determination of Tax Payment – Trust or Beneficiaries*

Paul Bujold informed the Trustees that he has not been able to determine the source of funds presently in the Trusts bank accounts from which the Cash Disbursement Benefit was paid. This matter is important because if the source of the funds was a payment of interest in the past, the Trusts may have an income tax liability. In the future, the Trustees will have to determine if the income tax burden should be paid by the beneficiaries or by the Trusts. This matter will require further advice before the Trustees consider the matter.

5f. *Filing of T3 supplementary and election at time of tax filing 32 March 2010*

**Tabled for a future meeting**

5g. *Debt Document with Holding Companies*

**Tabled for a future meeting**

**6. ACCESS TO DELOITTE & TOUCHE RECORDS**

6a. *Resolution to give authorization for Trust Administrator to act on behalf of Trustees*

In order to properly proceed with the Passing of Accounts, Paul Bujold needs access to Deloitte & Touche records. To do this he needs to be authorized by the Trustees to act on their behalf.

Moved by Catherine Twinn and seconded by Bertha L'Hirondelle that the Trustees resolve that the Administrator of the Sawridge Band Intervivos Settlement and of the Sawridge Trust, Mr. Paul Bujold, is hereby authorized and instructed to obtain from Deloitte, the auditors or accountants or advisors to the Sawridge Band Intervivos Settlement and the Sawridge Trust, copies of all information, documents, financial statements, accountants' comments, auditors' reports, tax returns and other materials, covering all years for the Sawridge Band Intervivos Settlement and the Sawridge Trust that are in possession of Deloitte as auditors or accountants or advisors, as the case may be.

Carried

A Resolution was signed by the Trustees present regarding the instructions to Deloitte.

- 6b. *Report on a Round Table Meeting 23 December 2009 with Company Management, the Trust Administrator, the Passing of Accounts team with Deloitte & Touche representatives, Bill Howden and Dennis Manning to review needs for Passing of Accounts*

**Tabled for a future meeting**

**7. NOMINEE COMPANY TO OPERATE TRUSTS OFFICE TABLED FOR A FUTURE MEETING**

- 7a. *Determination of possible powers of nominee company*

**Tabled for a future meeting**

- 7b. *Determination of advantage of nominee company over Trustee as individual*

**Tabled for a future meeting**

- 7c. *Banking Resolution*

**Tabled for a future meeting**

- 7d. *Investments and GIC's*

**Tabled for a future meeting**

**8. PASSING OF ACCOUNTS**

- 8a. *Meeting with Doris Bonora of Reynolds Mirth Richards & Farmer and Eileen Key and Owen Jackson of Meyers Norris Penny—10:30 AM*

Doris Bonora informed the Trustees about the process of Passing of Accounts. Her recommendation is that the Trustees be proactive in responding to the possible issues and problems that may arise in the future. She also mentioned that the Trustees of the past, present and future need to be paid for their work. She suggested dealing with the compensations for the Trustees of the past and present and developing a set formula for future Trustee compensation. Doris also mentioned that the issue of benefits distribution needs to be looked into. She informed the Trustees that if they were to set up an education fund or funeral fund at this time they would have no ability to control those funds. Doris made it clear that this process is all about sharing information, about getting the information out to the beneficiaries and to the Trustees.

Owen Jackson introduced himself and explained to the Trustees that their goal is to get to the point where they can make it as simple as they can to be able to tell the story of what happened not only inside the Trusts but the whole collective including the Companies. The goal is not to find all the financial information from the beginning. The accountants and lawyer plan on telling the story in two ways. From 1970's to 1985 will be in narrative form and from 1986 on the story will be told both through financial documents and through the narrative history of the Trusts.

Doris informed the Trustees that the next step is to move forward with this process by looking at what documents we currently have to determine what history we have and figure out what is missing in order to be able to tell the narrative. Then the lawyers will take the accounting information and



incorporate it into the story to get to the format for a Passing of Accounts with the beneficiaries and before the Court. The hope is to not go to Court on the accounting side if this process is able to satisfy the beneficiaries questions and concerns.

One issue that was brought forth by Catherine Twinn was that the Trustees have an absolute duty to keep records and to be accountable at all times. The Trustees need to have the same information as the Directors so that they know how the companies are performing and are able to answer a beneficiary's questions in a timely fashion. There needs to be an agreement with the Directors about what information they feel that they can provide while still protecting corporate interests. Catherine suggested that there be a discussion about these issues with the Directors at a later meeting.

*8b. Remembering those who were Trustees and who were Bank Account signers and periods of service*

Paul Bujold informed the Trustees that, for the Passing of Accounts, those who have been Bank Account Signatories and Trustees need to be identified so we can begin to figure out what and how to pay them for their services. Paul also informed the Trustees that there will likely have to be negotiation on what amount is due the Trustees because the amount owed may exceed the amount available.

*8c. Records Collection, Scanning and Storing*

Paul Bujold informed the Trustees on the progress of the scanning of documents. A file structure has been laid out to begin scanning the 11 boxes of files. Paul also mentioned that David Ward had informed him that nothing can be destroyed. The plan is that once the documents are scanned minutes, resolutions, some historical correspondence, minutes and legal documents will be kept in office while the rest get put in storage.

## **9. DETERMINATION OF ELIGIBLE BENEFICIARIES PROCESS**

*9a. Guy's Objections*

Chief Roland Twinn voiced his objects to spending any more money on lawyers. He also didn't want to speak with David Ward or Timothy Youdan via conference call.

*9b. Traditional Law*

Paul Bujold directed the Trustees to the attachment of David Wards email regarding traditional law. David Ward advised the Trustees that if they ignore traditional law they do so at their own peril and will invite lawsuits. Chief Roland Twinn pointed out that Trust documents deal with membership not status. Catherin Twinn explained that when the Deed is read down or made subject to the Constitution then the Indian Act may take precedence. If the membership code is not operating, as with the Federal Court of Appeals injunction, then the Indian Act takes precedent and all those people are entitled. Chief Roland Twinn stated that he believes that the Trusts should deal with these issues only when and if they arise. He feels that the Trust is doing a disservice to the beneficiaries by holding back their benefits on a "what if".

Catherin Twinn objected to Chief Twinn's statement and disagreed that the Trusts should deal with the issues only as they arise. She stated that the rules of the Inter-Vivos Settlement, as they existed in April 1982, have to be read in context with other statutes and case law and the Trust Deeds have to conform with the Constitution. Catherine brought up some cases where Section 15 of the Constitution overrules the Indian Act, specifically sections 6.1.(a) and 6.1.(c). This will affect about 90 – 98% of all status Indians because they are registered under these sections. Catherine suggested that the Trustees allow the lawyers the chance to try to help solve the problems that are evident and if these issues can't be fixed or solved at least it will show that an attempt was made by the Trustees and that unresolved issues can be passed on to the Court to get its advice and direction. Catherine feels that distributions cannot be made until this process has been gone through because this would imply negligence in determining who lawfully is and isn't a beneficiary. Chief Twinn agreed that the cases Catherine mentioned will affect the Indian Act but stated that the Trust was written under Alberta Trust Law not the Indian Act. Chief Twinn feels that, even though the Court may determine that the Trust violates Section 15 of the Constitution, it is not worth spending the money on this matter. He would rather see the money put towards benefits for the beneficiaries that are known at this point. In response to Chief Twinn's objections, Paul Bujold informed the Trustees that according to David Ward, because the Trust Deeds refer to the Indian Act, the Act, case precedent and the Constitution all can come into play. Paul Bujold also mentioned that another possible issue that may arise, namely, that any person they deem to not be a beneficiary can take the Trust to court if they feel they have cause to do so. The consensus around the table was to continue with the previous decision of having the lawyers working on a category list to help determine eligibility as a beneficiary for the Inter-Vivos Settlement.

**9c. Proposed Form**

The Trustees reviewed the proposed Beneficiary Application Form. It was suggested that the following changes be made to the document and that the final document be reviewed and approved by the Trustees by telephone: ask the applicant why they feel they are eligible; if their ancestors descended from Sawridge signatory from Treaty 8; if those ancestors lived on Sawridge Reserve; if they were on the Sawridge Pay Lists; if they enfranchised from the Sawridge Band; what their status number is; expand the application to include a section of family and relationships; change the name of the form to a more neutral name rather than it stating it is for "454 Inter-Vivos Settlement".

**Paul is to adjust the application form and send it to the Trustees for review. There will be a conference call on Monday December 21st at 4:00 PM to discuss the amended application form.**

**9d. Sharon Venne**

**Tabled for a future meeting**

- 9e. *Conference call and/or memo David Ward and Tim Youdan of Davies Ward Phillips & Vineberg 1:00 PM*

**It was decided that a conference call with David Ward and Tim Youdan was not necessary at this time.**

## **10. BENEFITS**

- 10a. *Payout of Good Faith Cash Disbursement Report*

Paul Bujold informed the Trustees that all the Good Faith Cash Disbursements to the Sawridge Trust beneficiaries have been made, with the exception of Isaac Twinn because he is not 18 yet. The cheques were mailed.

- 10b. *Brenda Draney benefit*

The Trustees discussed the provision of psychological counselling with Dr. Paul Sussman to Brenda Draney. This counselling has been going on for some time but the Personal Development Benefit has not been set up yet and other beneficiaries cannot receive this service.

**It was decided that since there is no program or policy in place to cover this right now, Brenda will be given till the end of March 2010 to come up with a new proposal for the Trustees. This proposal must involve self funding and spousal contribution. A policy will be developed by the time Brenda's proposal is presented to the Trustees.**

- 10c. *Kieran Cardinal Request*

The Trustees considered a proposal from Kieran Cardinal for support under the Education Benefit.

Paul informed the Trustees that Kieran is planning on raising some money on his own.

**It was decided that Kieran should first apply for student loans, bursaries and scholarships and then come back with another proposal in early 2010 when the Trustees will be in a better position to decide what they can do to help him.**

## **11. FINANCIAL REPORT**

- 11a. *Questions Arising From Last Meeting*

**Tabled for a future meeting**

- 11b. *Ben Meija Meetings and Travel*

**Tabled for a future meeting**

- 11c. *Felesky Flynn CRA Ruling*

**Tabled for a future meeting**

- 11d. *Cheque List This Month*

**Tabled for a future meeting**

**12. TRUSTEE INDEMNITY**

*12a. Trustees indemnified by the Trust*

**Tabled for a future meeting**

*12b. Need for Insurance*

**Tabled for a future meeting**

**13. LETTER FROM WALTER FELIX TWIN**

*13a. Mediation Options*

**Tabled for a future meeting**

**14. PAUL BUJOLD**

*14a. Time Off 29-31 December 2009*

Paul requested time off 29, 30 and 31 December.

**It was unanimously agreed that Paul would be allowed this time off.**

*14b. Expenses and Cell Phone (Attachment)*

Paul presented an Expense Claim from September to present.

**It was unanimously agreed that Paul's expenses would be paid.**

**15. COMPANY ISSUES**

*15a. Trustee Views on Slave Lake Hotel*

**Tabled for a future meeting**

*15b. Trustee Views on Amounts owed to companies by beneficiaries*

**Tabled for a future meeting**

*15c. Director Succession Planning*

**Tabled for a future meeting**

*15d. Holding Company AGM in June, Invite Beneficiaries*

**Tabled for a future meeting**

**16. SELECTION OF AUDIT AND TAX ACCOUNTANT FOR 2010 FOR TRUSTS**

**Tabled for a future meeting**

**17. COMPANY STAFF ACCOMMODATION POLICY**

*17a. Comments by Trustees to Jim Hill*

**Tabled for a future meeting**

*17b. Application of Policy to beneficiaries*

**Tabled for a future meeting**

**18. WALTER TWINN ENDOWMENT FUND AND CORPORATE DONATIONS**

**Tabled for a future meeting**

18a. *Trustee representatives to Committee with Ron Gilbertson and Senator St. Germain*

**Tabled for a future meeting**

**19. MEETINGS IN SLAVE LAKE**

**Tabled for a future meeting**

**20. OPENING OF OFFICE**

**Tabled for a future meeting**

**21. ADJOURNMENT AND NEXT MEETING DATE**

**Moved by Chief Roland Twinn and unanimously passed that the meeting be adjourned at 5:11 p.m.**

**Next meeting will take place on January 19, 2009.**

---

**Paul Bujold, Interim Chair**

This is Exhibit "Y" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 2017

[Signature]  
A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

*Constitution*  
*of the*  
*Sawridge First Nation*

This Constitution was ratified by  
the Electors of the Sawridge First Nation  
in a Referendum held for that purpose on

August 24, 2009

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# SAWRIDGE FIRST NATION

## CONSTITUTION

### PREAMBLE

We the Cree People of the Sawridge First Nation, having the inherent responsibilities, rights and powers to govern ourselves and the lands to which we belong, from time immemorial granted to us by the Creator for as long as the grass grows, the wind blows and the water flows, HEREBY DECLARE THE FOLLOWING TO BE OUR TRUTHS:

1. Family is the foundation of our Community. We value Community, Relationships, Cultural Survival, the Cree Language, and our Ancestors and will strive for the protection of these values.
2. We continue to live in family-based communities in the territory which we have occupied since time immemorial.
3. We have the obligation and responsibility to preserve our culture and language and to pass on our language, our cultural practices and our history to our descendants.
4. Our Land, waters, and natural resources are sacred and essential to the survival of our community.
5. As with all peoples, we have the inalienable right to the pursuit of happiness.
6. We will govern ourselves as a community which is safe, supportive, prosperous, friendly, and caring, and which will always be here for our grandchildren and descendants.

7. Our ancestors occupied these lands and utilized our waters and resources since time immemorial, living by the Natural Law which is encompassed by the traditional values of Love, Honesty, Kindness, Humility, Respect, Truth, Patience, Contribution, Responsibility, Self-Reliance, Independence, Accountability, and Wisdom.
8. Our inherent right to govern ourselves was recognized in Treaty #8 which was entered into between our ancestors and the Crown as original signatories.
9. Since the signing of Treaty #8, this inherent right has been distorted by the imposition of forced dependency, attitudes of superiority, systems of control, which, through this Constitution we disavow, denounce, and discard.
10. To ensure the preservation and advancement of the Sawridge First Nation we herein record the traditions, customs and practices of the Sawridge First Nation, formerly called the Sawridge Indian Band, in this, the Constitution of the Sawridge First Nation.
11. The Sawridge First Nation shall, in accordance with its customs and traditions, have an effective governing body which is transparent and accountable to the members of the Sawridge First Nation, which respects and preserves the rights of those members, and manages the property, resources, programs and services of the First Nation, and which is mandated to defend and protect our lands, waters, resources, air space, rights and Treaty relationship.
12. Reflecting an integral part of our tradition, our wish is that our governance be guided by Elders who have the respect and trust of the First Nation; who are known for their wisdom and good judgment; who demonstrate a significant commitment to and knowledge of the history, customs, traditions, cultural and communal life of the First Nation, and who are known for a character and lifestyle that does not cause detriment to the future welfare or advancement of our First Nation.

## **Article 1: Interpretation**

1.(1) The definitions in this section apply in this Constitution:

“Chief” means the leader of the First Nation as selected in accordance with this Constitution with the authority delegated by the Members of the First Nation;

“Code” means a code of the First Nation recognized by this Constitution, or established pursuant to a referendum of the Electors held pursuant to this Constitution;

“Constitution” means the Constitution set out in this document once it has been ratified according to Article 22 herein;

“Council” means the governing body of the First Nation as selected in accordance with this Constitution and is composed of the Chief and Councilors;

“Councilor” means a member of the Council, other than the Chief, as selected in accordance with this Constitution, and is elected separately from the Chief;

“Elders Commission” means the Commission established by Article V of this Constitution;

“Elder Commissioner” means a member of the Elders Commission as selected in accordance with this Constitution;

“Elector” means a person who is

- a) 18 years of age or over;
- b) a Member; and
- c) not otherwise disqualified, pursuant to this Constitution, from voting at elections or referendums of the First Nation;

“Electoral Officer” means the person appointed pursuant to this Constitution as electoral officer for an election of the First Nation;

“First Nation” means the Sawridge First Nation which is recognized and governed by this Constitution, For greater clarity, the Sawridge First Nation was formerly known as the Sawridge Indian Band which has governed itself since time immemorial and which was an original signatory to Treaty #8 which was signed on June 21, 1899;

"First Nation Money" is money held or controlled by the First Nation for the use and benefit of the First Nation;

"General Assembly" means the body established by Article 13 of this Constitution;

"Law of the First Nation" means a law of the First Nation made in accordance with this Constitution;

"Member" means a member of the First Nation in accordance with the Membership Code of the First Nation;

"Membership Code of the First Nation" means the rules for the First Nation's membership system established by this Constitution;

"Membership Rules" are those rules adopted by the Sawridge Band to govern its membership system prior to the establishment of this Constitution;

"Principal Office" of the Sawridge First Nation is a place where meetings of Chief and Council are held, where financial records and files of the First Nation are maintained, and where administration of the First Nation is conducted;

"Resident" means a Member whose primary residence is on Sawridge Lands or within 10 km. of a Principal Office of the Sawridge First Nation;

"Sawridge Lands" means those lands which at the time of adoption of this Constitution were reserved for the use and benefit of the Sawridge Indian Band as well as those lands which in the future become lands reserved for the use and benefit of the Sawridge First Nation;

1.(2) Every article of this Constitution shall be construed so as to uphold existing Aboriginal and treaty rights and freedoms including those recognized and affirmed under sections 25 and 35 of *The Constitution Act, 1982*, and not to abrogate or derogate from them.

## **Article 2: Rights and Freedoms**

2.(1) The following Rights and Freedoms of Members are protected subject to the collective rights of the Sawridge First Nation and such other reasonable limits prescribed by Laws of the First Nation as can be demonstrably justified in a free and democratic society:

- a. Right to life, liberty and security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice;
- b. Freedom of culture, language, conscience and religion;
- c. Freedom of thought, belief, opinion and expression;
- d. Freedom of peaceful assembly;
- e. Freedom of association;
- f. Right to be secure against unreasonable search or seizure;
- g. Right not to be arbitrarily detained or imprisoned.
- h. Right to be treated fairly;
- i. Right to live in peace and good order.
- j. Right not to be discriminated against based on age, sex, religion, or mental or physical disability. Right to equal Protection, treatment and benefit under Laws of the First Nation.

2.(2) All Members and others affected by decisions made by First Nation officials or employees shall have access to a conflict resolution instrument established or to be established for by Law or regulation of the First Nation when a person believes he or she has been treated unfairly, discriminated against, or treated in a manner not in accord with accepted standards of administrative fairness.

## **Article 3: Membership**

### Control of Membership

3.(1) The First Nation has the inherent right to control its own Membership in accordance with its own laws, codes, customs, practices, traditions and traditional values and principles.

### Transitional

(2) Members of the Sawridge Indian Band recorded on the Membership List of the Sawridge Indian Band and maintained by the Band in accordance with the Membership Rules of the Sawridge Indian Band are the Members of the First Nation on the day that this Constitution is adopted.

### Membership Code

(3) Until amended in accordance with this Constitution, membership in the First Nation shall be determined by the Membership Rules that were in force immediately before the day on which this Constitution came into force with such modification as are required by the Constitution. The Membership Rules shall thereafter be called "the Membership Code".

### Members of other First Nations

(4) No member of another Band or another First Nation may be a member of the First Nation at the same time.

### Amendment

(5) The Membership Code may only be amended in the same manner as the Constitution may be amended.

## **Article 4: Governing Bodies**

4.(1) The Government of the First Nation shall consist of three bodies:

- a. The First Nation in Assembly
- b. The Council
- c. The Elders Commission

### How Elected

(2) The Chief, Councilors and Elder Commissioners shall each be elected in an election of the First Nation by a plurality of the votes cast by Electors pursuant to the provisions of this Constitution in accordance with all of the Election Procedures set out in Laws or Codes of the First Nation.

### Official Location

(3) The official place of business of the First Nation shall be on Sawridge Lands. The Principal Offices of the First Nation shall be maintained on the Sawridge Lands. At least one-half of all meetings held by the First Nation or any of its bodies shall be held on Sawridge Lands.

## **Article 5: Elders Commission**

5.(1) The Elders Commission shall have the same number of members as the Council.

(2) To be nominated in an election for the position of Elder Commissioner, a person must:

- (a) be an Elector of the First Nation;
- (b) have all of his or her debts owed to the First Nation in good standing and
- (c) not have been convicted in criminal proceedings for theft, fraud, bribery or breach of trust.

### **Elder Commissioner Representing Non-Resident Electors**

(3)(a) One half of all positions of Elder Commissioner shall be reserved for Elder Commissioners who are elected by Electors who are not Residents. In representing the interests of the entire First Nation, the Elder Commissioner so elected shall ensure that the voice of the Members who are not Resident is heard in the proceedings of Council. Being a Resident is neither a requirement nor a bar for this Elder Commissioner elected by Electors who are not residents.

(b) One half of all positions of Elder Commissioner shall be reserved for an Elder Commissioner who is elected by Electors who are Residents. In representing the interests of the entire First Nation, the Elder Commissioner so elected shall ensure that the voice of the Resident members is heard in the proceedings of the Elders Commission. Being a Resident is neither a requirement nor a bar for this Elder Commissioner elected by Electors who are Residents.

(c) The principle of having equal numbers of Elder Commissioners in each of the two categories will be maintained regardless of the proportion of Members who are Residents as compared to those who are not Residents.

(4) The Elders Commission may provide advice to the Council. The Council must hear the advice of the Elders Commission, but the advice shall not bind the Council.

(5) The Council may refer matters to the Elders Commission for their advice.



(6) The Council may also delegate decisions or appeal matters for consideration by the Elders Commission stating whether Council asks that the Elders give recommendations, or make a decision..

(7) Before adopting an annual budget, the Council shall ask for and consider the advice of the Elders Commission.

(8) When so instructed by the Elders Commission, the Council shall call a Special General Assembly of the Members.

## **Article 6: The Council**

6.(1) The Executive Branch of the First Nation's government shall be called the Council and its members shall consist of a Chief and Councilors selected in accordance with the provisions of the Constitution. The Council shall govern the affairs of the First Nation.

### Number of Councilors

(2) At the time a regular election is called, the number of Councilors to be elected shall be two Councilors if there are fewer than 300 members. If there are 300 or more Members but fewer than 500 Members, there will be four councilors. If there are 500 or more Members but fewer than 700 Members, there will be six councilors. If there are 700 or more Members there will be eight councilors. There shall be a maximum of eight councilors.

### Categories of Councilors

(3) There are two categories of councilor: "a councilor who represents Members who are not Residents" and "a councilor who represents Members who are Residents". For each pair of two councilors, one of them will be a councilor who represents Members who are Residents, and the other will be a councilor who represents Members who are not Resident. The principle of having equal numbers of councilors in each of the two categories will be maintained regardless of the proportion of Members who are residents as compared to those who are not residents.

### Councilor Representing Members who are Not Residents

(4) Each position for a Councilor elected by Members who are not Residents shall be filled by a Councilor who, without regard to whether he or she is Resident or not Resident, is nominated by and elected by Electors who are not Resident on Sawridge Lands. In representing the interests of the entire First Nation, the Councilor so elected shall ensure that the voice of the Members who are not Residents is heard in the proceedings of Council.

Councilor Representing Electors who are Residents

(5) Each position of a Councilor who represents Members who are Residents shall be filled by a Councilor who, without regard to whether he/she is Resident or not Resident, is nominated by and elected by Electors who are Residents. In representing the interests of the entire First Nation, the Councilor so elected shall ensure that the voice of the members who are Residents is heard in the proceedings of Council.

Prohibition

(6) No person may hold a position on Council and the Elders Commission at the same time, nor simultaneously hold two positions on either body.

## **Article 7: Eligibility**

### **Chief**

7.(1) No person is eligible to be nominated for election as Chief unless

- a) the person is an Elector of the First Nation;
- b) the person is a Resident,
- c) all debts owed to the First Nation by the person are in good standing;
- d) no court has convicted the person in criminal proceedings in respect of an indictable offense for which the person has not been pardoned; and
- e) the nomination of the person is made by two persons who are themselves Electors and who submit the nomination to the Electoral Officer on or before the date set for the close of nominations, together with a statutory declaration sworn by the nominee attesting to the matters mentioned in this subsection and a certificate from the First Nation's Chief Financial Officer in respect of subparagraph (c).

### **Councilors**

(2) No person is eligible to be nominated for election as Councilor unless

- a) the person is an Elector of the First Nation;
- b) all debts owed to the First Nation by the person are in good standing;
- c) no court has convicted the person in criminal proceedings in respect of an indictable offense for which the person has not been pardoned; and
- d) the nomination of the person is made by two persons who are themselves lawful Electors and who submit the nomination to the Electoral Officer on or before the date set for the close of nominations, together with a statutory declaration sworn by the nominee attesting to the matters mentioned in this subsection and a certificate from the First Nation's Chief Financial Officer in respect of subparagraph c), providing that the nomination of an Elector for the position of Councilor who represents Members who are not Residents shall be made only by Electors who are themselves not Residents, and the nomination of an Elector for the position of Councilor who represents Members who are Resident shall be made only by Electors who themselves are Residents.

### **Disqualification**

- (3) If the Chief ceases to be resident on Sawridge Lands, or the Chief, an Elder Commissioner or Councilor ceases to be an Elector, ceases to be mentally competent, having been so declared by any authority having the lawful power and expertise to do so, or is convicted in criminal proceedings for theft, fraud, bribery or breach of trust, that person thereupon ceases to be Chief, an Elder Commissioner or a Councilor as the case may be. This provision shall not cause an Interim Chief to cease to be an Interim Chief merely because the Interim Chief is not a resident.

## **Article 8: Functions and Duties of Council**

### **Authorization of Council to Exercise Powers**

8.(1) The First Nation authorizes and directs the Council to exercise the First Nation's powers and carry out its duties in accordance with this Constitution.

### **Duties of Council**

(2) The Council has the duty to protect and uphold the Constitution and its guiding principles and the duty to protect the values and rights recognized by the Constitution.

### **Ratification of Actions**

(3) The Council may, by resolution, ratify the actions of Council or the actions of any of the members of Council, including decisions that have been made, expenses that have been incurred and contracts that have been entered into. Any such ratification by Council shall be by way of motion, evidenced by a resolution in writing. Any decision not to ratify an action of any of the members of Council shall also be by resolution in writing.

### **Delegation of Functions**

(4) The Council may authorize the Chief or any other designated person or body to perform and exercise any of its duties, powers and functions. Any such authorizations shall be by way of motion, evidenced by a resolution in writing.

### **Officers, employees, etc.**

(5) The Council may appoint officers, agents and employees of the First Nation and establish administrative and advisory bodies to assist in the administration of the affairs of the First Nation. Any such appointments by Council shall be by way of motion, evidenced by a resolution in writing.

### **Non-Liability**

(6) No Member, Councilor, Chief, Elder Commissioner or employee shall be personally liable for any debt or obligation of the First Nation.

## **Article 9: Appointing Electoral Officer**

9.(1) The Council, in consultation with the Elders Commission, shall appoint an Electoral Officer not later than eighty days before the date on which an election is to be held.

### **Disqualification**

(2) The Electoral Officer must not be a Member of the First Nation or an employee of the First Nation or the Council. No person may be an Electoral Officer who has been convicted of an indictable offence.

### **Replacement**

(3) Where an Electoral Officer resigns, dies or is otherwise unable to fulfill the duties as an Electoral Officer the Council shall immediately appoint a replacement Electoral Officer.

## **Article 10: Calling of Elections**

10.(1) Within 60 days after ratification of this Constitution by the Electors of the Sawridge First Nation, at a Special General Assembly of the First Nation called for that purpose, and with advance notice of the proposal having been provided in the Notice of Assembly, the Council will table a proposed "Elections Act" for the consideration of the Assembly.

(2) The proposed Act will set out the procedures, rules, and regulations regarding the conduct of elections by the First Nation, including the appointment of an Electoral Officer to conduct elections and to report on the results of each election to the General Assembly;

### **General Elections**

(3) The Council shall call a general election of the First Nation for the positions of Chief and Councilors, the Elders Commission, and members of an Audit and Compensation Committee to be held not later than four years from the date on which the last general election was held.

### **By-Elections**

(4) If a vacancy occurs for the office of Councilor, the Elders' Commission, or the Audit and Compensation Committee before the end of the term of such office, the Council may call a by-election at its discretion to fill the vacancy for the unexpired term of office, but must call such a by-election to be held within 90 days of the vacancy occurring if less than three years have expired since the previous election. Where a by-election is called to fill a vacancy for a position which was previously filled by a Member who was elected in a vote in which only Members who are residents or Members who are not residents are eligible to participate, then only that same group of Electors will be permitted to vote in the by-election.

### **Interim Chief**

(5) If the Chief resigns, dies or is otherwise unable to act as Chief, the Council shall immediately appoint an Interim Chief, which may be one of the members of Council or a member of the Elders' Commission, regardless of whether that person is Resident, and shall call a by-election to be held within 90 days of the vacancy occurring if less than three years have expired since the previous election. The Interim Chief shall serve out the term of Chief until the next scheduled election or a duly-called by-election has elected a successor. Where an Elders Commissioner or Councilor is appointed as Interim Chief they shall return to their position as Elders Commissioner or Councilor after a by-election for the position of Chief where they are not elected as Chief. Their seat on the Elders Commission or Council shall remain vacant without the need for a by-election while they serve as interim Chief.

### No Council

(6) If a vacancy occurs in all of the positions of Council at any time, then the Elders Commission shall call a general election to be held within 90 days of the vacancies occurring and the Elders Commission shall immediately convene a Special General Assembly to appoint an interim Chief and Councilors who shall serve as such until a by-election has been held and a Council has been affirmed by the Electoral Officer.

(7) If the Elders Commission for any reason fails to immediately convene a Special General Assembly to appoint an interim Chief and Councilors, 25% or more of the Electors may themselves call a Special General Assembly by posting a notice of the Special General Assembly with their signatures affixed thereto, to deal with the emergency situation and to ensure that a proper general election is held pursuant to this Constitution. Should more than one group of Electors call such a Special General Assembly, the Assembly shall be held on the date set by the group with the largest number of Electors.

### Recall

(8) Upon receipt of a petition signed by at least 50% of the Electors of the First Nation calling for the removal of a Councilor, an Elder Commissioner, or the Chief, the Council shall call a by-election for the position occupied by that person to be held within 90 days of the receipt of the petition, provided that there is more than six months remaining in that person's term of office. The person in respect of whom the petition of removal was received shall continue in office until the by-election in respect of that person's position is held and may be nominated as a candidate in the by-election.

### Disqualification as Electors

(9) The following Members shall be disqualified as Electors:

- a) any Member who is mentally incompetent, having been so declared by any authority having the lawful power and expertise to do so;
- b) any Member who has been convicted of an indictable offence and who is in custody in relation to that conviction at the time of the election.



## **Article 11: Appealing Election Result**

11.(1) Within fourteen days after an election, any candidate in the election or any Elector may lodge a written appeal with the Electoral Officer if the candidate or Elector has reasonable grounds to believe that there was

- a) a corrupt practice in connection with the election; or
  - b) a contravention of this Constitution, or any law of the First Nation that might have affected the result of the election.
- (2) The Electoral Officer shall make a decision in respect of any appeal within seven days of receipt.
- (3) If any candidate at the election or any Elector is not satisfied with the decision of the Electoral Officer in respect of the appeal, then that person may within 28 days after the decision of the electoral officer is made appeal further to the Elders Commission (if the election was for Council or other office) or the Council (if the election was for the Elders Commission) in writing. The Elders Commission or Council, as the case may be, shall be referred to as "the Appeal Tribunal" and shall make a decision in respect of any appeal within seven days of receipt.
- (4) If any candidate at the election or any elector is not satisfied with the resolution by the Appeal Tribunal of any appeal made to them pursuant to subsection (3), then that person may within fourteen days after the appeal was made, lodge an appeal to a Special or Regular General Assembly which shall be called for that purpose within thirty days from the date the appeal is received.

### **Sending documents to Electoral Officer**

- (5) Upon the filing of an appeal, the appellant shall forward a copy of the appeal together with all supporting documents to the Electoral Officer and to each candidate.

### **Written Answers Required**

- (6) Any candidate may, and the Electoral Officer shall, within fourteen days of the receipts of a copy of an appeal under subsection (4), forward to the Appeal Tribunal, by registered mail, a written answer to the particulars set out in the appeal, together with any supporting documents relating thereto duly verified by affidavit.

The Record

(7) All particulars and documents filed in accordance with this section form the record.

Relief

(8) The Electoral Officer, Appeal Tribunal, or the General Assembly may provide such relief as it sees fit, when it appears that there was

- a) a corrupt practice in connection with the election that might have affected the result of the election; or
- b) a contravention of this Constitution, or any law of the First Nation that might have affected the result of the election.

Complaints other than Appeals

(9) In the event that information was provided to the Electoral Officer regarding a corrupt practice in connection with the election or a contravention of this Constitution of any law of the First Nation which did not affect the result of the election, the Electoral Officer shall investigate the matter and report on it to the General Assembly.

(10) Any party who might be affected by decisions made by the Electoral Officer, the Appeal Tribunal, or the General Assembly shall have the right to respond to allegations and to provide evidence and submissions,

## **Article 12: Audit and Compensation Committee**

12.(1) The First Nation shall have an "Audit and Compensation Committee". At each regular election for the offices of Chief and Councilors, the Electors shall also elect two Electors to serve as members of an Audit and Compensation Committee. The Council shall also appoint one of its members to serve on the Committee.

(2) Prior to each Regular General Assembly of the First Nation, the Audit and Compensation Committee shall, subject to the ratification of the Regular General Assembly, review the remuneration, benefit package, personnel policies and other conditions of employment, contract, or honoraria provided to employees, committee members, Elders Commission members, and the Council; and report its recommendations to the Regular General Assembly for ratification.

(3) At each annual Regular General Assembly of the First Nation, the Audit and Compensation Committee shall recommend to the Assembly the appointment or reappointment of an auditor to audit the books and accounts of the First Nation, provided that the auditor must be independent of the First Nation and must be a member in good standing or a partnership whose partners are members in good standing of the Canadian Institute of Chartered Accountants Association of the Province of Alberta.

(4) At any time, the Audit and Compensation Committee shall:

- (a) receive, on a confidential basis, the auditor's report, or the notice of Council that the term of the auditor has expired or for any other reason the position of auditor is vacant;
- (b) receive and investigate any reports of corruption, fraud, or suspected fraud, and
- (c) after considering such reports, decide if the Audit and Compensation Committee should instruct the Council to call a Special General Assembly of the First Nation or to wait until the next Regular General Assembly of the First Nation.

(5) The Audit and Compensation Committee shall report, on a confidential basis, its findings to the Assembly.

(6) If any two members of the Audit and Compensation Committee consider it would be beneficial for the Elders Commission to assist the Committee, the Elders Commission may provide the requested assistance, and the Committee shall consider the Elders Commission's advice.

## **Article 13: Meetings**

### **General Assembly of The First Nation**

13.(1) The Council shall convene a Regular General Assembly of the First Nation at least once in each calendar year and within at least 15 months after the last-held Special General Assembly or Regular General Assembly.

### **Special General Assembly of The First Nation**

(2) The Council shall call a Special General Assembly within forty-five days of the receipt of a petition, duly signed by at least twenty-five per cent of the Electors, calling for such an Assembly.

### **Notice of Assembly**

(3) The Council shall post in the First Nation's Principal Offices and mail to each adult member at their last known address a notice setting out the date, time and place of each Regular and Special General Assembly at least one month prior to the date of the meeting. Where exceptional circumstances exist, the Council may provide other forms of notice and shorten the one month notice period, provided that, a majority of the Electors attending the meeting vote to ratify the change of the notice period and method.

(4) Any member may attend and participate in any General Assembly of the First Nation.

### **Financial Information**

(5) The Council shall, at least once per year, at a duly-convened General Assembly, present to the Assembly the First Nation's budget for the current or ensuing year, audited financial statements of the First Nation for the most recently completed fiscal year, and a five year capital/strategic plan for the First Nation. The presentation of this financial information will be subject to the agreement by all members in attendance that they will keep the information confidential as required by this Constitution.

### **Quarterly Reports**

(6) The Council shall, at least quarterly provide a report on the activities of the First Nation on a confidential basis either at a General Assembly or in a written report to the Members.

## Article 14: Proceedings and Minutes

14.(1) Minutes shall be taken at all Councils, General Assemblies, and meetings of Committees of either the General Assembly or the Council meetings, but shall not be taken at *in camera* Council Meetings. Subject to any laws of the First Nation and a confidentiality agreement, all minutes, except minutes of *in camera* Council meetings, shall be made available for inspection by any member and other persons authorized by the Council.

- (2) Council meetings shall be governed by regulations made by the Council and
  - a) A Council meeting may be called by the Chief upon providing the Councilors with 7 days notice of such meeting and by posting the notice in the First Nation Office 7 days prior to the day set for the meeting.
  - b) In cases of emergency or urgent business, the Chief and Council may waive the notice requirement for a meeting.
  - c) The Council shall meet at least six times each year and at least one meeting shall be held in each annual bi-monthly period.

### Agenda

- (3) The Council shall place on the agenda for a meeting of the Council any item submitted by a member at least two days before the meeting.

### Attendance

- (4) Any Member may attend any Council meeting, or meeting of a Council Committee as an observer except for *in camera* meetings which are convened to deal with matters the Council deems appropriate for *in camera* meetings.

### In Camera Meetings

- (5) An *in camera* meeting is a private meeting to deal with private, confidential or extremely sensitive matters. Such meetings are not open to the general membership of the First Nation and no minutes of such meetings will be kept. All decisions flowing from *in camera* meetings will be made after the *in camera* portion of the meeting has ended.

## **Article 15: Laws of the First Nation**

### **Legislative Jurisdiction**

15.(1) Subject to this Constitution, the First Nation may make Laws of the First Nation in relation to the following subject matters:

1. Referendum and Election procedures
2. Council Procedures
3. Taxation and Licensing
4. Expenditures
5. Land Management, zoning, development and land use.
6. Law and Order
7. Traffic
8. Administration of Justice
9. Protection of Minors and Dependent Adults and their property
10. Culture, traditions and customs
11. Health and Hygiene
12. Welfare and Social Services
13. Marriage, divorce, separation and matrimonial property
14. Custody, Placement and Adoption
15. Wills and Estates
16. Trusts
17. Education
18. Natural Resources
19. Infrastructure
20. Environment
21. Trespass and nuisance
22. Public games, gaming, sports and amusements
23. Recreation
24. Animals
25. Weapons
26. Intoxicants
27. Local Institutions
28. Policing
29. Businesses and Corporations
30. Any other matter, activities or things relating to the First Nation, its members, lands, moneys or property.

### Legislature

- (2) The Electors of the First Nation in Assembly shall constitute themselves as a Legislative Assembly to propose, pass, amend, and rescind laws of the First Nation. In addition to legislative activity, the Legislative Assembly may discuss and debate matters of importance, may pass motions and resolutions, establish its procedures and rules,
- (3) In acting as a Legislature, the Electors of the First Nation explicitly state they are acting by virtue of their inherent powers of self-government, and are not acting as any federal body, agency, commission, or tribunal of Canada.
- (4) A proposed law of the First Nation may be proposed a) by the Council, b) by the Chief or a Councilor, c) by the Elders Commission, or d) by any member or members supported by a petition signed by at least 25% of the Electors of the First Nation.
- (5) Notice of the proposed law of the First Nation will be provided in an official Notice of General Assembly sent to the Electors of the First Nation.
- (6) For the General Assembly to be called to order at least 12 Electors must be present.
- (7) The General Assembly will first attempt to reach consensus on all decisions. If consensus cannot be achieved, the vote will be carried by a simple majority providing that on other than a vote to adjourn, no vote will be valid unless at least 12 Electors vote in favour. A higher level of majority may be required within the proposed Law.

### Readings

- (8) A properly proposed Law of the First Nation shall be discussed by the General Assembly, and after discussion may be a) tabled, b) tabled until the next General Assembly, c) amended by consensus or vote of the Assembly, and/or d) passed at First Reading as amended. A proposed Law of the First Nation passed at First Reading may be referred by the General Assembly to a Standing Committee or special Committee of the General Assembly for further study and/or amendment, or it can be referred to the next Assembly for further consideration.
- (9) Except where the proposed Law of the First Nation is of an emergency nature, the Council shall make reasonable efforts to have a copy of every proposed law of the First Nation passed at First Reading, as amended, sent to every Elector of the First Nation, together with a statement from the Minutes of the General Assembly setting out the manner the Assembly dealt with the proposed law of the First Nation. It is the responsibility of each member interested in a proposed Law of the First Nation thereafter to monitor the progress of the proposed Law of the First Nation through the legislative process.

(10) A proposed Law of the First Nation which has passed First Reading may be brought up again for Second Reading as ordered by the General Assembly or by a Committee to which it was referred by the General Assembly, together with any amendments which the Committee has made. At Second Reading, the proposed Law of the First Nation shall be discussed by the Assembly, and after discussion may be a) tabled, b) tabled until the next Assembly, c) amended by consensus or vote of the Assembly, and/or d) passed at Second Reading. A proposed Law of the First Nation passed at Second Reading may be referred by the General Assembly to a Standing or Special Committee for further study and action before returning it to the Assembly for its consideration, or it can be referred to the next General Assembly for Third Reading.

(11) A proposed Law of the First Nation passed at Third Reading constitutes a Law of the First Nation and comes into effect upon passage by the Assembly at Third Reading, or at some later date set out in the Law.

(12) A proposed Law of the First Nation may pass from First to Second to Third Reading in the same session by unanimous consent of all Electors present at a General Assembly provided that at least fifty percent (50%) of the Electors of the First Nation are present.

(13) A Law of the First Nation passed at Third Reading is binding upon all Members, the Council and other officials of the First Nation, and other persons within the jurisdiction of the First Nation.

(14) Nothing in this Article shall be interpreted to mean that Council may not pass its own resolutions governing its own conduct and decisions.

#### Publication

(15) Upon passage, every law of the First Nation shall be posted in the First Nation's Principal Office and at such other locations as the Council may determine. A copy of the laws of the First Nation shall be maintained at the First Nation Principal Office for review by any person during the hours which the office is open.

#### Register of Laws of the First Nation

(16) The Council shall maintain a general register of the Laws of the First Nation in which are kept the originals of all Laws of the First Nation.

#### No Invalidity

(17) No Law of the First Nation is invalid by reason only of a failure to be registered in compliance with subsection (14).



Right to Obtain Copies

(18) A person is entitled to obtain a copy of a Law of the First Nation upon payment of such reasonable fee as may be fixed by the Council.

## **Article 16: Management of First Nation Money**

### **Spending Authority**

16.(1) The Council may by resolution expend First Nation Money or commit itself by contract or otherwise to spend First Nation Money for a purpose that, in the opinion of the Council, is for the benefit of the First Nation subject to any limitations set out in this Constitution.

### **Validity of Contracts**

(2) A failure by the Council to follow the procedures prescribed by this Constitution does not affect the validity of any contract.

### **Loans to Members**

(3) All loans by the First Nation to Members must be approved by the Council at a duly convened Council meeting and must be in accordance with all applicable Laws of the First Nation.

### **Unfettered Discretion**

(4) In making investments of First Nation Money, the Council has unfettered discretion in their selection, subject, however, to the Laws of the First Nation and this Constitution.

### **Distribution of First Nation Money to Members**

(5) The proposal of any Law of the First Nation dealing with the per capita distribution of First Nation Money may be made only by the Council.

(6) The Council may propose to any General Assembly a Law of the First Nation providing that First Nation Money be distributed on an equal per capita basis to the Members of the First Nation or any other proposal for equitable distribution, provided that the Council may not propose a distribution if such distribution would, together with all the distributions made in the previous twenty-four months, exceed five percent (5%) of all of the First Nation Money that is held at the time of such distribution, unless such distribution has been approved by ninety percent (90%) of the votes cast both by Electors of the First Nation who are Residents and by Electors of the First Nation who are not residents, voting in separate referendums, held for the purpose of approving that distribution and in each of which ninety percent (90%) of the Electors participate. No Member shall receive more than one a per capita share of such distribution.

(7) Such a proposed Law of the First Nation will be dealt with as any other proposed Law in the manner provided for in this Constitution.

## **Article 17: Accountability**

17.(1) Within 180 days after ratification of this Constitution by the Electors of the Sawridge First Nation, at a Special General Assembly of the First Nation called for that purpose, and with advance notice of the proposal having been provided in the Notice of Assembly, the Council will table a proposed "Financial Management Act" for the consideration of the Assembly.

### **Inspection of Financial Records**

(2) Any Elector and that Elector's qualified legal representative and qualified accountant may inspect the budget, the financial statements, the auditor's report relating thereto and any annual report, if

- a) the Elector's debts to the First Nation are in good standing, and
- b) the Elector is competent to agree and has agreed in writing, together with the Elector's qualified legal representative and qualified accountant, to keep the financial information confidential.
- c) the Elector agrees to permit the First Nation to supervise the inspection in a manner which protects both the integrity of the records and the privacy of the Elector.

### **Confidentiality**

(3) The financial information, which includes the budget and financial statements, of the First Nation is confidential information. Any Elector who wishes to access the information will be required to agree in writing to keep the information confidential and may only discuss it with other Electors or First Nation employees who have themselves agreed to keep the information confidential. No other disclosure may take place without the consent of the Council. Members of Council and employees of the First Nation may disclose such information as is necessarily required in the discharge of their duties provided they take every reasonable precaution to protect the confidentiality of the information.

### **When and Where to Inspect**

(4) The right of inspection set out in s. 15(2) may be exercised at the office of the Council during normal business hours or at such other places and times as may be provided by Law or regulation of the First Nation.

### Number of Inspections

(5) This right of inspection may not be exercised by a Member more than twice in each fiscal year in addition to inspection of the books and records at the Regular General Assembly as provided for in s. 15(2).

### Fee for Inspection

(6) The First Nation may charge an administrative service fee, in accordance with a law of the First Nation imposing such a fee, to cover the costs of supervision during inspections provided for by subsection (2), but no fee may be charged to inspect the books and records at the Regular General Assembly.

### Conflict of Interest

(7) No elected or appointed official or employee of the First Nation shall act in a manner, or to be seen to act in a manner, so as to further his or her private interests or those of his or her relatives or friends or to improperly further another private interest. Such an action shall constitute a conflict of interest.

(8) Any Elector who has reasonable grounds to believe an action has been taken which constitutes a conflict of interest may lodge a written complaint with the Elders Commission, or if the complaint is with regard to a member of the Elders Commission with the Council,

(9) The body to which the complaint has been made shall investigate the complaint, ensuring that the person against whom the complaint has been made has had the opportunity to reply to the complaint and provide further evidence, and within 30 days of receipt of the complaint, make a decision as to whether the matter complained about constitutes a conflict of interest, and if so, whether the matter should be reported to a Special General Assembly or a Regular General Assembly, and then so report. The report shall contain recommendations in regard to the complaint and its investigation in respect of the complaint. A copy of the report shall be provided to the person against whom the complaint has been made and to the person making the complaint within seven days of the date of the report.

(10) If either the Elector making the complaint or the person against whom the complaint has been made is not satisfied with the report of the body to which the complaint has been made, that person may within 21 days after receipt of the report ask the reporting body to reconsider the matter, providing any further evidence he or she considers relevant.

(11) The body dealing with the complaint may, if it so decides, further investigate and consider any additional evidence and amend its report to the Regular or Special General Assembly, as the case may be. In any case, the complainant and the person against whom the complaint has been lodged shall be advised of the final decision of the investigating body.

(12) Any elected or appointed official or employee who wishes to obtain an advance decision as to whether a proposed action would be considered as constituting a conflict of interest may request in writing that the appropriate body provide a written opinion, and such request and written opinion shall be reported to the next General Assembly.

## **Article 18: Audits**

### **Determining Independence**

18.(1) The First Nation shall appoint and at all times maintain a chartered accountant as the auditor for the First Nation. The auditor must at all times be independent. For the purpose of this section,

- a) independence is a question of fact; and
- b) a person is deemed not to be independent if that person or that person's business partner is a Member of the First Nation or
  - i) is a business partner, an officer or an employee of the First Nation or participates in any of its business or financial interests or is a business partner of any officer or employee of the First Nation,
  - ii) beneficially owns or controls, directly or indirectly, an interest in or securities of the First Nation or any of its business or financial interests, or
  - iii) has been a receiver, receiver manager, liquidator, or trustee in bankruptcy of the First Nation or any of its business or financial interests within two years of the proposed appointment as auditor of the First Nation.
- c) the auditing firm and its members shall be free of any influence, interest or relationship, which in respect of the engagement, impairs the professional judgment or objectivity of the firm or its members. The auditor shall also be free of any influence, interest or relationship, which in the view of a reasonable observer would impair the professional judgment or objectivity of the firm or a member of the firm.

(2) A person is disqualified from being an auditor of the First Nation if the person ceases to be independent of the First Nation, of its businesses or financial interests or of the officers of the First Nation.

### **Consequence of Disqualification of an Auditor**

(3) An auditor who becomes disqualified under this section shall no longer serve as auditor for the First Nation.

### **Auditor's Report**

(4) The Council shall enter into a contract with the Auditor decided upon by the General Assembly, stipulating that the auditor shall, within six months after the completion of the financial statement, prepare and provide to the Council a report on the First Nation's financial statement, stating whether, in the opinion of the auditor, the financial statement presents fairly the financial position of the First Nation in accordance with Canadian generally accepted accounting principles and further, that the auditor shall submit the same report to the General Assembly of the First Nation.

## **Article 19: Interests in Sawridge Lands**

19.(1) The following transactions, involving interests in Sawridge lands require approval by ninety percent (90%) of the votes cast by Electors of the First Nation, voting in a referendum held for the purpose of approving any of these transactions and in which at least ninety percent (90%) of the Electors participated:

- a) any sale, transfer, or surrender of any lands or resources;
- b) a mortgage or charge;
- c) the grant of an interest for a term exceeding forty-nine years and
- d) the grant to a Member of any interest other than a grant for personal residential purposes.

### **Authorizing Transactions**

(2) The Council may by resolution authorize transactions other than those set out in subsection (1), such as the granting of leases, licenses, permits, easements, rights of way, or any other interests in or to the use of Sawridge Lands. Before the First Nation authorizes any granting of leases, licenses, permits, easements, rights of way, or any other interest in or to the use of lands of the First Nation, the Council shall:

- a) post a notice of the proposed transaction in the First Nation's Principal Offices at least thirty days prior to entering into the transaction and send a copy of the notice to all Electors;
- b) consult with any committee of the First Nation that may be affected by the transaction.

(3) All transactions authorized by Council pursuant to this subsection shall be reported to the next General Assembly of the First Nation.

(4) Where any affected committee or any Member has, within the thirty-day period provided Council with a written objection to the transaction, the Council shall refer the matter to a Regular or Special General Assembly of the First Nation for the General Assembly's decision as to how the matter is to be handled.

Traditional Lands

(5) The First Nation, having been given a mandate to protect the lands, waters, and resources which were provided to us by the Creator and recognized by Treaty #8 as our Traditional Lands, shall protect those lands, waters, and resources for future generations. The area in which these lands lie is considered by the First Nation as its "Traditional Territory".

- a) The First Nation will insist that all protocols including traditional protocols in respect of our Traditional Lands will be honored;
- b) The First Nation will respect, and will insist that others respect the standards set by the First Nation regarding the environment in all development of our Traditional Lands.

**Article 20: Transitional**

20.(1) The Band Council that was in place on the day that this Constitution was adopted shall be the Council of the First Nation until a new Council is elected hereunder.

(2) The Council that was in place on the day that this Constitution was ratified shall call an election to be held pursuant to this Constitution on a date not later than the day the current terms of office expire.

3) The bylaws of the Sawridge Indian Band which were in place on the day that this Constitution was ratified are hereby adopted as Laws of the First Nation until such time as they are amended or repealed by the General Assembly in accordance with its lawmaking powers as set out herein.



## **Article 21: Amendment to Constitution**

### When An Amendment Is Effective

21.(1) Subject to subsections (2) and (4), an amendment to the Constitution is effective and in force on the day it is approved by seventy-five percent (75%) of the votes cast in a referendum held for the purpose of amending the Constitution, provided that at least seventy-five percent (75%) of the Electors vote in the referendum, or on such later date as is set out in the amendment.

### Percentage of Vote Required

(2) Where a provision of the Constitution requires approval for any purpose by a percentage of Electors greater than seventy-five percent (75%) of the Electors or in which over seventy-five percent (75%) of the Electors have voted, an amendment to that provision may be made only with the approval of at least that same percentage of Electors and with the same percentage of Electors voting.

### Change of Term of Office

(3) Any amendment to the Constitution dealing with the term of office of the Council shall not come in to force until the next election following the amendment.

### Petition re Amendment

(4) If the Council receives a petition signed by twenty-five percent (25%) of the Electors of the First Nation requesting that a referendum be held in relation to a proposed amendment to the Constitution, the proposed amendment shall be placed on the agenda of the next General Assembly of the First Nation and that General Assembly shall determine if a referendum shall be ordered to determine the matter.

### Required Publication

(5) When the Constitution or an amendment to the Constitution comes into force, the Council shall forthwith post the Constitution or amendment in the First Nation's Principal Office and provide a copy to any Member who requests one.

## **Article 22: Ratification**

22. This Constitution shall come into force on the day that it is ratified by a majority of the Electors voting in a referendum in which a majority of the Electors voted.

This is Exhibit "Z" referred to in the  
Affidavit of

Paul Bujold

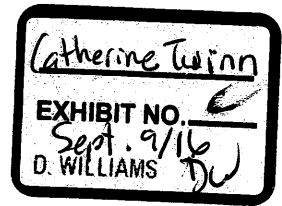
Sworn before me this 15<sup>th</sup> day

of February A.D., 2017



A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law



**Sawridge Trust  
Sawridge Inter Vivos Settlement Trust  
Board of Trustees Meeting  
November 17, 2009  
Sawridge Inn, Edmonton South  
Meeting Minutes**

**Attendees:** Chief Roland Twinn, Bertha L'Hirondelle Twin,  
Walter Felix Twin, Clara Midbo, Catherine Twinn  
David Ward (via conference call)

**Guests:** Paul Bujold, Acting Chair and Program Administrator  
**Recorder:** Jan Luther, Interim Secretary

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**1. Welcome**

Paul Bujold called the meeting to order at 10:30 a.m.

**2. Approval of Agenda**

Prior to approving the agenda, Item #5 was addressed with the Trustees in agreement to attend a joint meeting with the Sawridge Board of Directors on **December 4<sup>th</sup>**, 12:00 p.m. to 4:00 p.m. In addition the next Trustee meeting was confirmed for **December 15<sup>th</sup>**. For future meeting dates Trustees agreed to meet the third Tuesday of each month.

It was noted that Trustees would like to see the agenda for the December 4<sup>th</sup> joint meeting ahead of the meeting.

**Moved by Chief Roland Twinn and seconded by Clara Midbo that the agenda be accepted as presented.**

Carried

**3. Approval of Minutes of the Meeting of October 26, 2009**

**Moved by Clara Midbo and seconded by Walter Felix Twin that the minutes of the meeting of October 26, 2009 be accepted with one correction.**

Carried

**3b. Resolution re Interim Chair**

The prepared Resolution appointing Paul Bujold as acting Chairman was distributed and signed by each Trustee.

**4. Business Arising from the Minutes**

4a. RV Park Proposal

Chief Twinn provided background on this proposal noting that at this time a full comprehensive business plan is yet to be provided for the project. This item remains outstanding.

4b. Legal Fees

Paul Bujold advised that the legal fee reporting is incorrect with Fourworlds fees being listed as legal expenses. Paul will correct and in future will endeavor to compartmental fees prior to reporting.

4c. Prior Resolutions

Paul Bujold advised that the process of gathering records continues and eventually all resolutions will be assembled together.

4d. Ron Ewoniak

Paul Bujold noted that at this time he has not been able to meet with Ron Ewoniak.

4e. Comprehensive Compensation Policy

The following points highlight the Trustee discussion regarding a comprehensive compensation policy.

- With the Passing of Accounts the court may set an amount they deem equitable. Trustees should decide first what is reasonable.
- Clarification on understanding the company asset value versus the ongoing business value is needed.
- Prior to December 4<sup>th</sup>, Paul Bujold to request that David Ward and Ralph Peterson discuss the method for establishing the value of the corporation. Paul to request that a memo be provided with different formulas and recommendation for the most reasonable model to adopt.

4f. Budget Presentation

Paul Bujold provided a revised budget noting that the budget would be under revision until all costing is confirmed.

4g. Policy B-01 Beneficiaries of the Sawridge Band  
Inter-Vivos Settlement (Tabled)

Paul Bujold advised that individuals are contacting him looking for benefits and the issue of identification is becoming critical.

Trustees discussed possible alternatives for tackling the identification problem. It was noted that David Ward has agreed to assist by providing a law student to conduct research. Paul noted that in discussion with the lawyer regarding the Passing of Accounts it was recommended that beneficiary identification be carried out prior to the process.

Trustees concluded that David Ward will be asked to oversee this project with the assistance of a law student. In addition, Chief Twinn has offered the consult services of Mike McKinney regarding First Nations Law, and Catherine Twinn has also offered her services in this area both free of charge. Catherine Twinn also noted that Sharon Venn would also be available.

**Moved by Chief Twinn and seconded by Bertha L'Hirondelle Twin that David Ward be retained to assist in indentifying the Inter-Vivos Settlement Trust Beneficiaries. In addition, David to be informed that the consult services of Mike McKinney, Catherine Twinn and Sharon Venn will also be made available. Mike McKinney's services are being offered by the Band and Catherine Twinn will offer services free but will keep a record of her time as a Trustee.**

**Carried**

Paul Bujold provided a handout of the proposed newspaper advertisement seeking individuals claiming beneficiary status. This advertisement will be posted in major newspapers in Alberta, Saskatchewan and British Columbia. In addition, the advertisement will also appear in local newspapers and various postings around Slave Lake.

**Moved by Catherine Twinn and seconded by Clara Midbo that the Trustees approve the posting of a newspaper advertisement seeking potential beneficiaries of the Sawridge Inter Vivos Settlement Trust.**

**Carried**

4h. Policy B-02 Beneficiaries of the Sawridge Trust Agreement

Paul Bujold advised that the one time cash payment would be paid only to those beneficiaries appearing on the Sawridge Trust agreement (Band members), until such time as the true beneficiaries of the Inter-Vivos Settlement Trust can be identified.

4i. Bank of Nova Scotia Signing Authority Sheet

Paul Bujold provided the signing authority sheet for the final signature.

4j. Answering Questions asked by Beneficiaries during the Consultation Process

Paul Bujold referred to the beneficiary letter/package to be sent out to the beneficiaries, noting that David Ward has reviewed. Trustees provided approval of the proposed package.

4k. Document Collection and Passing of Accounts

Paul Bujold noted that most of the document material has been located. The corporate office has advised that due to confidentiality and security issues the Trusts would not be able to access the EPICOR system; therefore an alternative system will be purchased.

Paul reported on recent meetings with two accounting firms and the proposals received from Mowbrey Gil LLP and Myers, Norris, Penny LLP; based on cost only Myers Norris Penny is the recommended accounting firm to be retained. Paul also met with lawyer Doris C.E. Bonora of Reynolds, Mirth, Richards and Farmer LLP and recommends hiring Doris as legal counsel for the Passing of Accounts.

**Moved by Catherine Twinn and seconded by Chief Roland Twinn that Doris Bonora of Reynolds, Mirth, Richards and Farmer LLP be retained as legal counsel for the Passing of Accounts; and Myers, Norris, Penny LLP be retained as accountants for the Passing of Accounts.**

**Carried**

**4l. Conflict Management – Unity Building**

Paul Bujold advised that he would be willing to provide a session on conflict management/unity building. Paul to provide a conflict management proposal and possible costs.

**4m. Mediation Process with Elder Morris Little Wolf – Next Steps**

The mediation process between Chief Guy Twinn and Catherine Twinn is now on hold while certain legal issues are in process.

**4n. Trustee Performance Evaluations**

Trustees discussed a prior performance evaluation process and their perceived views on why this process was taking place. It was felt at this time a performance evaluation would not be beneficial, however Paul Bujold noted that during the Passing of Accounts the Trust lawyer would be providing an explanation of the process which in itself would be an educational program.

**4o. Trustee Succession Planning**

Paul Bujold commented on the need for a process for succession planning, noting that it would be unwise to be caught unprepared. Catherine Twinn noted that there may be other people that could be brought in and this was a topic that should not be avoided. Paul asked Trustees to think of ways of involving people and noted that now a Trust office is in place this might be a good opportunity to bring in young people over the summer months to see the work that is being carried out. Catherine also noted that should the Trusts deeds be written in a way that no longer makes sense for the Trusts this matter could be addressed during the Passing of Accounts.

**5. Meeting with the Company Directors, December 4<sup>th</sup> 12:00p.m. to 4:00 p.m.**

Confirmed.

**6. Directors/Trustee Liability Insurance**

Included in the package for information only.

**7. 1:00 p.m. Conference Call with David Ward regarding information Trustees require from Companies and questions arising from materials from David Ward July 10, 2009, July 29, 2009, November 6, 2009**

David Ward joined the meeting via conference at 1:00 p.m. various matters were discussed as follows:

Trustees updated David Ward on the issue of membership rules, with Trustees agreeing that they would like David to take care of this with the assistance of Mike McKinney, Catherine Twinn and Sharon Venn; noting that the services of an articling student would be preferable to keep the costs down.

A discussion took place regarding the valuation of the companies with the decision for David Ward to discuss the matter with Ralph Peterson.

Negotiation with the companies for the annual sums of money from the two parent companies to finance the beneficiary program is an urgent issue. This matter should be brought forward while the companies are in the process of preparing their annual budget (2010). In addition the question of payment of tax on any financial distribution needs to be addressed.

Paul Bujold raised the issue of the difficulties he is experiencing as an administrator of a trust which is not incorporated. Obtaining credit is an ongoing issue.

Directors have requested a joint meeting on Dec. 4<sup>th</sup>. It was agreed that it is important to identify issues to be raised and the necessary prep work undertaken.

David Ward referred to the most recent material received from the Board of Directors and the subsequent report provided by David to the Trustees. David reviewed the four page summary which is currently in the mail to each of the Trustees. Following the review there was discussion regarding the financial results noting that the businesses are substantially struggling. David noted that a monthly balance sheet was not provided.

A discussion took place regarding the funding required to support the beneficiary program for 2010 and thereafter. It was noted that negotiation with the companies for an agreement on funding was critical.

David noted an In Camera item but commented there was no record of discussion.

David Ward and Paul Bujold to commence discussion with Ralph Peterson regarding flow of funds to support the beneficiary program as laid out in the proposed beneficiary program budget; this discussion to also include the tax liability issue. Trustees were in agreement that beneficiaries should not be paying the taxes on any monies received. The following items were identified as joint agenda items:

1. Financial Performance
2. Redekopf Project
3. Paul Martin Initiative

4. Budget for 2010
5. Slave and Edmonton Hotel Results
6. Impact of Gas Industry
7. Vacation/Discount for Beneficiaries at Sawridge Properties.
8. Beneficiary Attendance at the AGM

The above items and any arising issues to be brought forward by David Ward and or Paul Bujold for discussion with Ralph Peterson and inclusion on the joint meeting agenda.

**8. 2:00 p.m. Conference Call with Vern Neufeld Redekopf**

Tabled

**9. Beneficiary Good-Will Payment**

Cash payments will be made to Beneficiaries before Christmas.

**10. Budget Operating**

Paul Bujold distributed a list of payables and reviewed with Trustees; identified discrepancies will be corrected.

The Operations budget 2009/2010 was reviewed; Paul noted that this budget is still in flux until real costs are established. Paul identified some hard costs regarding trusts office expenses:

Office Lease: \$45,000  
Webpage Development: \$27,500  
Photocopy/Fax Unit: \$10,400  
Photocopy Maintenance: \$3,600.

Paul also noted that retainers for 2009 will be paid in relation to the Passing of Accounts.

**11. Budget Benefits**

Paul Bujold reviewed the budget as distributed at the meeting noting that the Community Wellness program includes a proposed community meeting in Slave Lake and the operation of the wellness committee. In addition budgeting for cash distributions to Band members is included in the 2009 budget.

Paul noted that Phase II of the proposed beneficiary program will need to be addressed.

Trustee Budget:

The Per Diem is identified at \$2,000 per meeting. \$5,000 for each Trustee for educational development has been assigned within the budget.



Interim Chair Role: Paul Bujold to compile roles and responsibilities for the Chair of the Trustees and Secretary to the Trustees along with confidentiality agreements and past retainers. Catherine Twinn noted that Ralph Peterson has offered his assistance in addressing recruitment of the Chair.

Walter Felix Twin requested that Trustee meetings take place in Slave Lake on occasion.

**12. Adjournment and Next Meeting Date**

Moved by Chief Roland Twinn and seconded by Walter Felix Twin that the meeting be adjourned at 4:50 p.m.

**\*A Joint meeting with the Board of Directors will occur on Dec. 4<sup>th</sup> 12:00 p.m. to 4:00 p.m.**

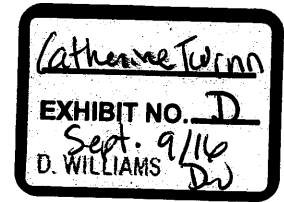
**\*The next full Trustee meeting will take place on Dec. 15<sup>th</sup> at the Trust office #801, 4445 Calgary Trail NW. (780) 988-7723**

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Paul Bujold  
Acting Chair



**Sawridge Trusts**  
**Board of Trustees Meeting Minutes**  
22 January 2010  
Sawridge Band Office, Slave Lake



**Trustees:** Chief Roland Twin, Bertha L'Hirondelle Twin,  
Walter Felix Twinn, Clara Midbo, Catherine Twin  
**Guests:** Paul Bujold, Acting Chair and Trust Administrator  
**Recorder:** Margaret Szava-Kovats

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**1. Opening and Prayer**

Paul Bujold called the meeting to order at 10:44 a.m. Walter Felix led the prayer and a moment of silence for David Ward, the former Trusts lawyer who recently passed away after a skiing accident and Jody McCoy who is being rushed to Edmonton for treatment.

**2. Approval of Agenda**

Paul proposed that the meeting conclude by 3:00 PM to allow for the treacherous road conditions for those travelling.

Paul added Compassionate Care support for the McCoy's and Georgina Ward to the agenda.

Roland added a 'heads up' on the recent Bill C-31 case that was refused appeal.

**2010-001 It was moved by Catherine and seconded by Clara that the Agenda for 22 January 2010 be approved as adjusted.**

**Carried**

**3. Review of Minutes of the Meeting of 15 December 2009**

Trustees reviewed the minutes for the 15 December 2009 meeting. The following corrections were noted:

- a. Correct last names Catherine and Roland Twin to 'Twinn' and Walter Twinn to 'Twin' throughout the document.
- b. In the second paragraph of the Minutes under 10, the Trustees had asked for the copy of the Corporate budget assumptions. These have not yet been received.
- c. When referring to the money in 5d. which is the basis for a debentures or a loan, 'principle' should be spelled 'principal'.
- d. In 5f. 32 March should read 31 March.
- e. In 8a., the final paragraph on page 6 should read:  
'Catherine Twinn raised the issue that the Trustees have an absolute duty to ensure that proper records are kept and that they are accountable at all times. The agreement that was negotiated by David Ward with the Company Directors stipulates that the Trustees should also get all the documents given to the Board of Directors as well as copies of the minutes and annual and quarterly financial statements of the companies.'

Trustees are required to fulfill their duties and the Directors should be asked what information the Trustees need to keep confidential to protect company interests.'

f. The following should be added to section 8a.:

'It was suggested that a binding conflict resolution mechanism be put in place to govern disputes with the beneficiaries concerning eligibility or benefits so that these issues do not have to continually referred to the Court. This mechanism should be in place before the Passing of Accounts.'

**2010-002 It was moved by Clara and seconded by Catherine that the Minutes for 15 December 2009 be approved as corrected.**

**Carried**

Roland Twinn asked that his objection to the passing of the corrected minutes without first seeing the revision in print be noted.

Paul asked the Trustees how they would like to proceed with dealing with minutes in the future: would they like to see the corrections in print before approval or are they satisfied to continue with the practice of recording the corrections in the next set of minutes. No strong views one way or the other were expressed.

**4. Business Arising from the Minutes**

**a. Chair of Board of Trustees**

Paul presented proposed terms of reference for the Role of the Chair of the Board of Trustees. In devising the new terms of reference, the previous terms were compared to similar terms of reference used by corporations and trust/charitable organizations in North America. The Trustees reviewed the terms of reference and made the following changes:

- a. Under "Building and Maintaining Effective Relationships", to 'Work with the Trust Administrator to ensure effective relations and communication with the Trustees, the beneficiaries, the Company Directors and personnel, the public' was added 'and any other third-parties related to the Trusts.'
- b. Under "Provide Leadership, to 'Uphold standards of fairness, uprightness, honesty and integrity.' was added 'and the Trustee Code of Conduct.'
- c. In the same section 'Facilitate' was added to 'Building an effective Board.'
- d. In the same section, to 'Mediate or provide for the mediation of any disputes' was added 'as provided for in the Code of Conduct.'
- e. In the same section, to 'Work closely with the Trustees and the Trust Administrator in the development of the Trust's vision and business plan' was added 'including the development of a long-term strategic plan, etc.'
- f. Under "Providing Orientation and Training" to 'Assist individual Trustees in identifying and meeting their development needs' was added 'within the terms of the existing budget'.
- g. Under "Chair Meetings" was added 'Provide the Trustees with quarterly reports of activities carried out on behalf of the Trusts.'

Catherine felt that these terms of reference should be compared to the work done by David Ward once that was available.

**b. Remuneration**

Paul reviewed the remuneration rates paid previous Chairs but was unable to get the information prepared by David Ward for Dale Dewhurst. The average range of hourly rates paid the Chairs was around \$200.00 per hour. Based on this rate, Paul calculated an annual rate of \$52,800 to include about 96 hours of chairing the Board of Trustees meetings, 48 hours working with Trusts management, 24 hours meeting with the Company Directors and about 100 additional hours to carry out Trustee business for an approximate total of 270 hours.

Trustees discussed paying a flat rate versus an hourly rate as a retainer.

**2010-003 It was moved by Catherine and seconded by Walter that the Chair receive an annual fee of \$52,800 for approximately 270 hours of service plus expenses and that hours over and above the base amount additional hours could be approved by the Trustees at \$200.00 per hours.**

**Carried**

**c. Recruiting**

Paul presented two agencies as possible recruiters for the position of Chair—Conroy Ross and Western Management Consultants. The majority of the other recruiters he spoke to recommended Conroy Ross as did the Company management which has used this company to recruit in the past. Conroy Ross' fees will depend on the scope of the work as defined by the terms of reference.

**2010-004 It was moved by Catherine and seconded by Clara that Conroy Ross Partners Ltd be retained to recruit the Chair and that Paul negotiate a contract with this company.**

**Carried**

**5. Questions Arising from the November 2009 Meeting**

**a. Ben Meija Meetings and Travel and Felesky Flynn CRA Ruling Bills**

Shannon Twinn was instructed to reverse these bills and to claim repayment from the Companies. The invoice has been issued but the Companies have not yet reimbursed the Trusts.

**6. Banking and Investment**

The Scotiabank representatives were supposed to meet the Board to talk about investment and account management but, because the meeting was moved to Slave Lake, this meeting has been postponed to February. Two issues need to be resolved in preparation for that meeting: moving the current GICs back into their respective accounts and creating an Imprest Operating Account.

**a. GICs**

Each Trust account presently has close to one million in funds. With the repayment of principal by the Companies, this amount will rise to about two million. The bank accounts are investment accounts and get a higher than average return on interest,

however, the bank representatives will be here to discuss how we can maximize the return through other investments. Each Trust has a GIC of approximately \$30,000 that has been in existence for a long time. The bank representatives recommend that these certificates be cashed back in to their respective accounts. New investments can be made after discussions with the bank representatives next month.

**2010-005 It was moved by Catherine and seconded by Bertha to authorize Catherine and Clara to sign a letter instructing the bank to cash these two GICs back into their respective Trust accounts.**

**Carried**

**b. Imprest Operating Account**

David Ward has recommended setting up a nominee company and a separate bank account as a method of operating the Trusts. Upon discussion with the accountants and the bank representatives, it was pointed out that this nominee company would have to file tax returns and could be subject to corporate tax. It was recommended that instead of a nominee company that an imprest account under one of the Trust accounts be set up. Money from the two Trust accounts could be transferred from these accounts in proportion to their value into the imprest operating account. At the moment, the Trusts share 50-50 in shared expenses but this proportion will change once the Passing of Accounts establishes the relative value of the two Trusts and an accounting adjustment will be made.

Paul asked that this account be established immediately so that cheques can be ordered. The account would be set up under the Sawridge Trust since its name is closest to our operating title of 'Sawridge Trusts'.

**2010-006 It was moved by Bertha and seconded by Walter to authorize Catherine and Clara to sign an application for the establishment of an imprest operating account with the same signing authorities as for the two Trust accounts.**

**Carried**

**7. Accounts Payable**

The Trustees reviewed the attached list of Accounts Payable due.

**2010-007 It was moved by Catherine and seconded by Roland to approve the payment of the Accounts Payable.**

**Carried**

**8. Determination of Rules for Eligible Beneficiaries**

Catherine and Paul held a conference call with Tim Youdan and his articling student, Megan as well as Sharon Venne to discuss the process of determining the rules for eligible beneficiaries. Tim reported that he should be able to get a draft report to the Board by the end of February. Catherine is requested to produce an issues paper and Sharon will also provide Tim and Megan with comments on the issues.

Once the report is received, the Trustees will have an opportunity to review it at the March meeting and to make comments so that Tim can consider these in preparing the final report. By the end of April, we should be ready to begin applying the rules to the applications we have received.

Since the Band members are automatically beneficiaries under the Sawridge Trust, it has not been necessary to get them to fill in applications for this Trust. For the Intervivos Settlement, it would be easier if all Band members also filled out the forms along with the other applicants.

**It was decided to send out the forms to the Band members requesting that they fill out the Trust Application for themselves, their spouses and children.**

The Trustees discussed the need to know how many children beneficiaries had to that these could be added to a planning list. The total number of possible beneficiaries is important to know in projecting future costs.

**Roland suggested that perhaps the Trust could enter into an agreement with the Band Council so that the Trusts would be informed whenever a new Band member is admitted or a new child is born or adopted.**

Paul informed the Trustees that, as the benefits policies are developed, they will also need to define the benefits in relation to the two Trusts since many beneficiaries are expecting to get the benefits from both Trusts.

## **9. Beneficiaries**

### **a. Vera McCoy and Family**

Jody McCoy is ill and has had to be rushed to Edmonton for treatment. Even though the Compassionate Care benefit is not yet established, the Trustees felt that the Trusts should be providing the McCoy family with some support.

**2010-008 It was moved by Clara and seconded by Catherine that the Trusts provide Vera McCoy, Jaclyn Twinn, Justin Twinn and Winona Twinn with \$300 cash as immediate spending money to cover their expenses. Sawridge First Nation will issue the cheques to these individuals and bill the Trusts for the amount. Vera, Jaclyn, Justin and Winona will be asked to keep receipts of meals, transportation, parking and child care costs. Amounts spent over the \$300 initial cash may be reimbursed. The Trust will also cover the cost of rooms and meals at the Sawridge Inn Edmonton South for these four family members. Paul will inform the Sawridge Inn Edmonton South about these arrangements.**

**Carried**

### **b. Georgina Rose Ward**

Georgina Ward's cheque for the Cash Disbursement was returned. The Trustees pointed out that Georgina has been missing for some time and that Sawridge First Nation also has the same problem.

**It was decided to contact Corrections Canada to see if Georgina is incarcerated and also to check the Robert Pickton Missing Women List to see if Georgina's name appears there.**

**10. Trustee Representatives to the Company Committee on Corporate Donations and Honouring Walter P. Twinn's Memory**

Ron Gilbertson contacted Paul to ask that two representatives be appointed to the Committee that he will be chairing to develop proposals for the Board of Directors and the Trustees on corporate donations and on honouring Walter P. Twinn's memory. Senator Gerry St. Germain will also be representing the Board of Directors along with Ron.

Attempts to appoint two Trustees in a telephone conference failed so the matter is being brought before the Board at this time.

Catherine expressed an interest to serve on this committee. Roland expressed an interest as long as the committee did not require too much time since he is very busy. He is also concerned about where the money will come from and what it will be spent on. Bertha also expressed an interest since she wants to be involved in the discussions on how donations will be made and for what purposes. The committee will be developing proposals not making decisions.

**2010-008 It was moved by Clara and seconded by Walter that Catherine and Roland be appointed as trustee representatives to the joint donations committee and that Bertha replace Roland when he is unable to attend.**

**Carried**

**2010-009 It was moved by Catherine that the meeting be adjourned at 2:05 PM.**

**Carried**

**11. Sawridge First Nation Bill C-31 Appeal**

Roland informed the Trustees that the Sawridge First Nation Bill C-31 case had been refused a hearing to appeal its case before the Supreme Court. The First Nation is left with significant legal bills as a result of this case and creditors may try to obtain money from the Trusts since they may be seen as a Band asset. Roland felt that the Band Council should be able to make some agreements with the creditors that would prevent this.

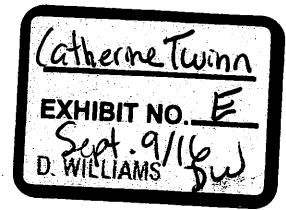
**Next meeting is at the Trusts office in Edmonton February 16.**

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**Paul Bujold, Interim Chair**







**SAWRIDGE TRUSTS**  
**Board of Trustees Meeting Minutes**

22 February 2010  
Sawridge Trusts Office, Edmonton

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Walter Felix Twin, Catherine Twinn, Roland Twinn

**Guests:** Paul Bujold-Acting Chair and Trust Administrator; Sid Hanson, Director and Ralph Peterson, Chair of the Board of Directors, Sawridge Group of Companies; Wade Headington and Corrina Rokosh from Scotia Bank; Andrew Ross from Conroy Ross Partners (via telephone)

**Recorder:** Margaret Szava-Kovats

**1. OPENING AND PRAYER**

Paul Bujold called the meeting to order at 10:15 a.m. The meeting was opened with a prayer led by Bertha.

**2. APPROVAL OF AGENDA**

A number of items were added to the agenda:

- a. To 6.b. Vera McCoy, Funeral Expenses add Canada Pension Plan Death benefits and Band support
- b. After 6.e. insert Bill C-31 Notices and Court Application for Beneficiary Adjudication Process
- c. Add to 6.g. Benefits Discussion
- d. After 6.h. Beneficiary Document Access
- e. After 7.a. add Trustee Payments
- f. Before 10.a. Sunil Lal settlement
- g. After 10.g. Investment Policy, Review of Investments, Debentures and Trustee Fiduciary Responsibilities
- h. After 10.i. Bill C-31 Costs Awarded on Band Case
- i. Paul proposed still finish by 4 p.m.

**2010-011 Moved by Roland, seconded by Walter that the agenda be accepted as revised.**

**Carried**

**3. REVIEW OF MINUTES OF THE MEETING OF 22 JANUARY 2010**

Trustees reviewed the minutes for 22 January 2010. The following corrections were noted:

- a. Catherine, Roland and Walter Felix's last names should be amended in the Attendees' list.

b. In 2. Add a semicolon between "McCoys" and "and Georgina Ward" to separate these two items.

c. In 3.e. the paragraph should be modified again as follows:

"Catherine Twinn raised the issue that the Trustees have an absolute duty to ensure that proper records are kept. Trustees are accountable at all times for the proper management of Trust assets. The agreement that was negotiated by David Ward with the Company Directors stipulates that the Trustees will receive the same information as the Board of Directors, copies of minutes, annual and quarterly financial statements of the companies, including budgets and supporting information and management's discussion and analysis reports. Trustees are under a duty of confidentiality and insofar as the Passing of Accounts, corporate information needs to be kept confidential to protect company interests."

d. In 8., pg. 5, strike "Council" so that the second bold statement reads:

"Roland suggested that perhaps the Trust could enter into an agreement with the Band so that the Trusts would be informed whenever a new Band member is admitted or a new child is born or adopted."

e. In 9.a., Motion 2010-008, the last names of Jaclyn, Justin and Winona should be "Twin" not "Twinn".

f. Page 6, No. 10, Motion No. 2010-008 should be 009, 009 should be 010.

**2010-012 Moved by Catherine Twin, seconded by Clara Midbo that the minutes of the meeting of 22 January 2010 be accepted as corrected.**

**Carried**

#### **4. MEETING WITH ANDREW ROSS, CONROY ROSS PARTNERS VIA TELEPHONE**

Trustees reviewed the Engagement Letter for the Conroy Ross Search for a Board Chair. The \$30,000 fee and 7% administration charge are in line with industry standards.

Andrew Ross telephoned from Mexico at 10:30 a.m. He went through the Search Profile and the Executive Search Process. Andrew would like feedback on the documents by the end of the week.

Trustees were encouraged to identify possible candidates to involve them in the search process. Andrew estimated that the entire process would take from 6 to 8 weeks. Catherine provided a DVD of "One for All: A Tribute to Chief Walter Twinn" to be copied by Paul for Andrew. The meeting ended at 11:00 am as the signal deteriorated.

**Paul will provide an electronic copy of the document to Catherine and other Trustees will provide feedback manually.**

After the conference call, the Trustees reviewed the Search Profile. On Page 3 of the Search Profile, Roland recommended that under "Success Factors" the phrase "Drive consensus..." be changed to reflect majority decision-making. Catherine suggested that the phrase reflect the consensus-majority decision making in the Code of Conduct.

The wording of 1.d. in the "Role of the Chair of the Board of Trustees" approved at the last meeting was also reviewed. Paul recommended adopting the wording in the Conroy Ross Profile instead of this clause.

**2010-013 Moved by Catherine, seconded by Clara that clause 1.d. in the Board document the "Role of the Chair of the Board of Trustees" and that the corresponding clause in the Conroy Ross "Search Profile" both be modified to read: "By agreement, attend the Directors' meetings and share with the Trustees all relevant information."**

**Carried.**

## **5. BENEFICIARIES**

### ***a. Liz Poitras***

An email was received from Liz Poitras requesting assistance with replacing her vehicle. In a previous email, Liz also asks for a regular monthly income from the Trusts.

The Trustees discussed her requests. It was felt that the Trusts are not prepared to provide cash disbursements at this time other than the "one-time" disbursement provided at the end of 2009. Paul will discuss the options with Liz.

### ***b. Vera McCoy, Funeral Expenses***

Justin, Winona and Jaclyn have provided receipts for their expenses. Justin and Winona's expenses go over the initial \$300 provided at the last meeting. As decided, the expenses over the initial \$300 will be reimbursed. The Sawridge Inn Edmonton South has been invoicing for the rooms and some of the meals used by the family as requested by the Trusts.

Bertha has some mileage costs since she was driving Vera back and forth to Edmonton. She will give these to Vera so that they can be submitted for payment.

Paul discussed the McCoy's funeral costs as envisioned in the Compassionate Care Benefit. The benefit is intended to cover the funeral costs on a receipted basis of immediate family members including spouse, dependent child, parent or sibling. The Canada Pension Plan Death Benefit provides up to \$2500 on a sliding scale based on age at the time of death. Jody may have had some life insurance but it is not intended that this cover the cost of the funeral.

Under this benefit, the Trusts would top up the funeral expenses beyond the CPP Death Benefit.

**2010-014 Moved by Catherine, seconded by Roland that Paul talk to Vera and Justin about the funeral expenses.**

**Carried.**

### ***c. Georgina Ward Search***

Paul provided an update on the search for Georgina Ward. The request for information from Corrections Canada was returned. He has also searched the Pickton Missing Women web site and found no reference to Georgina there. Another Georgina A. Ward called the office to report that she had been mistaken for Georgina Rose in 1982 and that Georgina Rose was then in the prison system. No one has heard from Georgina Rose since. Catherine mentioned that someone had claimed to be a child of Georgina Rose but she had no other information on the outcome. The

Band office has been getting returned mail for Georgina Rose Ward for a long time and hasn't been able to locate her. This case is now closed unless Georgina Rose Ward comes forward.

***d. Freda Draney***

**Tabled.**

***e. Application Form Sent to Band members***

**Tabled.**

***f. Bill C-31 Notices***

Paul asked whether notices had to be sent specifically to those who regained Treaty status under Bill C-31 but have not been admitted to the Band. Trustees felt that the notice published in the newspapers covered these people.

***g. Court Application for Beneficiary Process***

It has been recommended by Doris Bonora that the Trusts apply to the Alberta Chief Justice to have a judge appointed to provide advice on the determination of beneficiaries once the Trustees have reviewed the applications and selected those who are clearly beneficiaries under the rules.

Trustees felt that they first had to go through the process of reviewing the applications and may then decide later to select a neutral party to review the applications and gather the evidence.

***h. Agreement with Band Membership Committee Regarding New Members***

**Tabled.**

***i. Discussion of Benefits and Two Trusts***

**Tabled.**

***j. Report on Determination of Beneficiaries Process***

**Tabled.**

***k. Beneficiary Document Access***

**Tabled.**

**6. FINANCIAL**

***a. Meeting with Corrina Rokosh and Wade Headington, Scotiabank***

The two Scotiabank officers joined the meeting at 11:00 AM. Wade presented the revised documents for the Intervivos Settlement for signing. Since the Trust Deeds have been provided to the Bank, it was discovered that the Intervivos Settlement account had the wrong name on it. These forms will correct that problem. Trustees signed the new forms.

Catherine asked if the Bank could assist the Trusts in tracking down where the money presently in the accounts came from. Wade said that he would investigate what records the Bank has and discuss this with Paul. Some of the transfers may have been electronic, though, and may not be traceable. The Bank only keeps records for 7 years as required by law.

Wade explained the history of the accounts as he remember it. At one time the account involved the Band, the Trusts and the Companies. All these entities have now been separated. Over time there have been various signing authorities but the Bank only keeps records on present signers. Perhaps cancelled cheques kept in Bank records would shed some light on who was signing on the accounts.

The issue of the Trust Administrator providing instructions regarding banking transactions was discussed. Catherine pointed out that an October 2008 Financial Resolution passed by the Trustees set out the process to be followed for financial transactions. That resolution has not been located yet.

The Trustees and Wade discussed different ways that routine payments could be handled through the credit card and discussed ways in which Trustee signers could be found in urgent situations. The Bank can receive faxed or emailed instructions for certain transactions. An internal protocol may need to be established to set out these processes.

Corrina presented information on services available through Scotia Trust and Scotiabank for trusts. Scotia Trust could provide trust administration and investment services. It could also help with the development of an investment policy and with trust investments. Portfolio performance and rates of return were discussed in the present economic climate.

Trustees asked about investment options for the money in their bank account as well as other investment options. Corrina pointed out that Scotiabank could provide investment diversification. She pointed out that the investment policy should drive all investment decisions.

Catherine asked about company investments. She explained that the company Board of Directors is accountable to the Trustees. Corrina suggested that Scotiabank could send over a list of questions for the Trustees to consider regarding Trust investments to help determine what the best approach would be.

***b. Trustee Payments***

Walter asked that Trustees be paid their fee for attending the meetings. A previous decision of the Trustees was to suspend payments until the amounts could be clarified. In October, it was decided that the determination of fees would be part of the Passing of Accounts when the Court could set the amount to be paid. Anything that has been paid will be deducted from what is awarded by the Court.

It was pointed out that Trustees could still submit their expenses. The Trustees discussed the payment of Trustee fees. Most Trustees felt that they could wait until the Court decided but were willing to pay Walter's fees.

**2010-015 Moved by Roland, seconded by Clara that the Trust pay Walter \$2,000 for Trustee fees for this month.**

**Carried**

***c. Accounts Payable List – February***

**Tabled.**

*d. Selection of Audit and Tax Accountant for 2010 for Trusts*  
Tabled.

*e. Determination of Tax Payment – Trust or Beneficiaries*  
Tabled.

*f. Paul Bujold Expense Claim December to February*  
Tabled.

**7. PASSING OF ACCOUNTS**

*a. List of Past Bank Signing Authorities*  
Tabled.

*b. List of Trustees*  
Tabled.

**8. MEDIATION WITH BOARD MEMBERS**

*a. Letter from Walter Felix Twin*  
Tabled.

*b. Roland and Catherine*  
Tabled.

*c. Mediation Options*  
Tabled.

**9. COMPANY ISSUES**

*a. Issues to be Raised with the Directors*

Catherine discussed the case of Sunil Lal, a long-time Sawridge employee who was terminated. The Trustees had indicated to the Directors that they wanted Sunil to be dealt with compassionately and fairly. Company management has been handling this issue but Trustees have not received a report.

Walter and Roland pointed out that Sunil was considered as part of the Sawridge family who should have an opportunity to be heard.

The Trustees decided to ask Ralph and Sid for an update on this issue.

Paul pointed out that we also need to discuss a joint process of planning process for the two-day retreat with the Directors to be held in Jasper in April.

Roland indicated that he was interested in this planning.

The Trustees have to discuss the debentures and the expected returns as part of the retreat. Paul pointed out that the Trust Act requires the Trustees to maintain the capital investment and need to ensure a reasonable rate of return on that investment. So far, 5 debentures totalling \$207 million have been found in the records and some determination needs to be made through the Passing of Accounts if some of these have been cancelled or if they all still exist. The Trusts also need to determine what has been paid on the principal and on the interest and what has

been forgiven. Catherine pointed out that the annual resolution forgiving the interest should have an amount indicating how much interest is being forgiven. Last year's resolution did not contain that information.

We also have to find the BCRs transferring the monies/debentures to the Trusts from the Band. Roland pointed out that some of these will be in Ottawa and that some may be at the Band office. Paul indicated that once the search through the files has been completed, we will have a better idea of what is missing.

Roland will ask Mike McKinney about some of the background on these debentures.

***b. Meeting with Ralph Peterson and Sid Hanson***

Paul welcomed Ralph and Sid at 1:20 PM. He pointed out that the Trustees had two questions to discuss and that after that the rest of the meeting was for the Directors' Report.

Paul asked about the disposition of the Sunil Lal case.

Ralph stated that he didn't think that the case was wrapped up, yet. From Company management' standpoint, we have offered a package and are waiting for the response. From the standpoint of the Board of Directors, it is quite a generous offer.

Paul asked about the Trustee – Director Retreat in Jasper in April and asked if the Directors had any agenda items they wanted included. The Trustees want to establish a joint planning committee for the retreat and would like Director representatives.

Ralph stated that he is busy the last week of April and that May could be a better time for everyone. In discussion, it was felt that the first three weeks in May would be best and that the retreat should not be held on a weekend. Ralph will talk with the Directors to suggest some dates.

Ralph asked about the search for the Board of Trustees Chair and asked if the Directors could offer any help. Catherine outlined the process and pointed out that Conroy Ross had been hired. She suggested that if the Directors had any suggestions, that they should pass these on to Paul.

A discussion ensued about the qualifications for such a role and the time commitment. Ralph hoped that the Directors would have a say in who was chosen since this person would also have to work closely with the Directors.

Ralph expressed concern about the demand for \$2.8 million since only \$1 million had been allotted in the 2010 budget. This is a large amount for the Companies to raise every year and he hoped that this would not be an annual request.

The Trustees asked if \$2.8 million was not doable, what was? What could the Trustees plan for the beneficiaries that would work? A discussion about the expected rate of return on the investments and about beneficiary requirements indicated that the Trustees and Directors need to clarify a number of issues during the retreat. Sid suggested that perhaps the Directors could assist the Trustees in determining what kind of investments would best meet the needs of the Trusts. He stated that the Directors are most willing to help and have discussed the present investments and Trust needs.



***c. Company Aboriginal Employment***

**Tabled.**

***d. Annual Shareholders Resolution, Financial Reports, Auditors, Directors***

**Tabled.**

***e. Trustee Views on Slave Lake Hotel***

**Tabled.**

***f. Trustee Views on Amounts Owed to Companies by Beneficiaries***

**Tabled.**

***g. Director Succession Planning***

**Tabled.**

***h. Investments Policy, Review of Investments, Debentures, Trustee Responsibilities***

**Tabled.**

***i. Holding Company AGM in June, Invite Beneficiaries***

**Tabled.**

***j. Company Staff Accommodation Policy, Comments to Jim Hill***

**Tabled.**

***k. Bill C-31 Costs Awarded on Band Case***

**Tabled.**

**10. MEETINGS IN SLAVE LAKE**

**Tabled.**

**11. OPENING OF OFFICE**

**Tabled.**

**12. ADJOURNMENT AND NEXT MEETING DATE**

Next meeting will take place on Friday, 19 March in Edmonton.

A two-day meeting will be held 19 and 20 April to catch up with the backlog of agenda items.

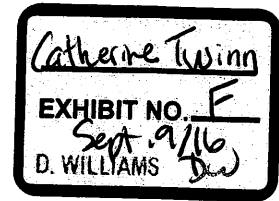
2010-016 Roland moved to adjourn at 4:00 PM, seconded by Clara.

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**Paul Bujold,**

**Acting Chair**





## **TRUSTEE MEETING MINUTES**

Sawridge First Nation Office, Slave Lake  
20 July 2010

**Attendees:** Clara Midbo, Bertha L'Hirondelle, Catherine Twinn, Roland Twinn, Walter Felix Twin

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

### **1. OPENING AND PRAYER**

Brian called the meeting to order at 10:20 a.m. and the meeting was opened with a prayer led by Walter Felix.

### **2. REVIEW OF AGENDA**

The following items were added to the agenda:

- 5. Beneficiaries (Benefits Package Mock Up)
- 6.3.1 Should read "Walter Felix, Fairness of Health Benefits"
- 6.4.1 Beneficiary Determination Proposal
- 6.5 Will be dealt with first followed by 6.4
- 7.4 Corporate Update
- 7.5 Investment Opportunity
- 8.0 Next Meeting

**2010-048 Moved by Roland, seconded by Walter that the agenda be accepted as amended.**

**Carried**

### **3. REVIEW OF MINUTES 17 JUNE 2010**

Minutes from the meeting held 17 June 2010 were reviewed. Roland pointed out that he did not remember a decision ever being made to hold all meetings in Slave Lake. The decision was that some of the meetings be held in Slave Lake. The point was noted by the Chair.

**2010-049 Moved by Clara, seconded by Walter that the Minutes of 17 June 2010 be accepted as presented.**

**Carried.**

### **4. BUSINESS ARISING**

- 1006-01 Complete
- 1006-03 to 1006-05 Complete
- 1006-06 On-going

## **Trustee Meeting Minutes, 15 June 2010**

1006-07 Complete

1006-09 to 1006-10 Complete

**ACTION 1007-01    The David Ward archives will be requested from Tim Youdan of Davies, Ward, Philips and Vineberg.**

### **5. BENEFICIARIES**

#### **5.1 Benefits Package Mock-Up**

Trustees individually reviewed the mock-up of the benefits package information prepared by Paul and provided comments.

### **6. TRUST MATTERS**

#### **6.1 Reports**

##### *6.1.1 Chair's Report*

Brian stated that he would report on items as they come up on the agenda rather than providing a report at this time.

##### *6.1.2 Trust Administrator's Report*

Trustees reviewed Paul's report. Roland asked about the meeting with LSLIRC staff. Paul stated that the meeting did not provide the necessary information since it was a meeting of health professionals only rather than a meeting of program directors.

**ACTION 1007-02    Roland will set up a meeting with the LSLIRC Executive Director and Paul to discuss the information needs of the Trusts.**

Walter asked that the information on the fuel costs of the plane be provided to the Trustees. This information was previously included on the Annual Financial Statement but this year was rolled up into vehicle costs.

**ACTION 1007-03    Brian will get the plane fuel costs from the Companies and will provide it to the Trustees at the next meeting.**

##### *6.1.3 Trustee Reports*

Walter noted the celebration of Sawridge First Nation's Constitution Day on 24 August. Roland reported that he had obtained funding from Pembina Pipeline for the event so that funding from the Companies or the Trusts will be unnecessary.

**ACTION 1007-04    Brian will inform the Company Chair of that funding is no longer required for Sawridge Constitution Day.**

Roland reported that there was some uncertainty at the Regional Council level about funding because the Federal Government is in the process of instituting new rules but it is not providing any increase in funding.

Walter expressed his concern that Federal Non-Insured Health Benefits no longer cover a number of health benefits and the individual has to pay. Roland pointed out that the Trusts health benefits program will not cover the amount not paid by his employee benefits program. Paul pointed out that since both

## Trustee Meeting Minutes, 15 June 2010

these benefits are provided by Great West Life, only one benefit would be provided.

### 6.2 Office Proposal

Paul reported that the Company has decided to lease out the office space in the Travel Centre that was going to be used by the Trusts.

**ACTION 1007-05 Paul will arrange with the Sawridge Inn-Slave Lake to use a Board Room to meet beneficiaries on a regular basis.**

### 6.3 Policy Development

#### 6.3.1 *Walter Felix, Fairness of Health Benefits*

Walter presented a letter that he has submitted to the Sawridge First Nation's Assembly recommending that people who engage in euthanasia and abortion would sign a release absolving others for their behavior. He felt that those using the Sawridge Trusts Health Benefit should also sign such a release.

**ACTION 1007-06 Brian and Paul will monitor what action, if any, taken by the Sawridge First Nation Assembly on the subject of providing a release in the case of euthanasia and abortion and will bring the matter to the table if any action is required by the Trusts.**

#### 6.3.2 *Trustee Fees*

Trustees reviewed the paper prepared by Paul on Trustee Fees. Trustees were not comfortable implementing the recommendation for reinstituting the Trustee fees and wanted to wait until the Passing of Accounts is complete. Walter still wanted to receive some fee.

**2010-050 Moved by Catherine, seconded by Clara to authorize the Trusts' Administrator to pay Walter \$1,000 per month starting 20 July 2010. Carried, Walter and Bertha abstained.**

### 6.4 Passing of Accounts

Paul reported that most of the accounting work was complete. The process of the Passing of Accounts cannot presently move forward until the designation of beneficiaries for the Intervivos Settlement can be completed.

**ACTION 1007-07 Paul will discuss the Passing of Accounts with Donovan Waters to see if there is a way that the process can be expedited while the designation of beneficiaries is in progress.**

**ACTION 1007-08 Paul and Brian will meet with Doris Bonora and Eileen Key to review the financial information and determine what has to be done to protect sensitive information about the Companies.**

#### 6.4.1 *Beneficiary Determination*

Brian spoke to Allan Wachowich, former Chief Justice of the Alberta court of Queen's Bench about Donovan Water's proposal to determine beneficiaries through a Tribunal. While Justice Wachowich did not feel that he could be involved in the process, he provided a list of possible candidates.

## **Trustee Meeting Minutes, 15 June 2010**

Paul presented a recommendation about the beneficiary determination process after he and Brian met with Bill Wilson, one of the candidates suggested by Justice Wachowich.

- 2010-051 Moved by Clara, seconded by Catherine that approval-in-principle be given by the Trustees to the process for beneficiary determination outlined in Paul's recommendation and that the Trustees give permission to the Chair and the Trusts Administrator to proceed with the plan.**

### **6.5 Legal Representation**

Trustees discussed their meeting with Donovan Waters. Catherine felt that it was important that we not sever our relationship with Tim Youdan but that we find a way to use Donovan's services while still working with Tim.

- 2010-052 Moved by Catherine, seconded by Clara that the Trustees given permission to Brian and Paul to enter into an agreement for legal services with Donovan Waters.**

**Carried, Roland opposed.**

### **6.6 Mediation with Board Members**

Brian reported that he has had discussions with the parties involved in mediation and that matters are proceeding.

### **6.7 Staff Development**

Paul presented a request to attend a "National Aboriginal Tax, Governance and Economic Development Forum" in Ottawa, 6-7 October 2010 under his staff development account.

- 2010-053 Moved by Clara, seconded by Roland that the Trustees approve Paul attending the National Aboriginal Tax, Governance and Economic Development Forum.**

**Carried.**

### **6.8 Financial**

#### *6.8.1 Financial Reports June 2010*

Trustees received the Trusts' financial reports for June 2010.

#### *6.8.2 Investment Policy Statement*

Brian is working on collecting information for the development of an Investment Policy Statement and has received the information collected from the Trustees on their investment patterns.

- ACTION 1007-09 Brian to make a presentation on an Investment Policy Statement at a future meeting.**

#### *6.8.3 Revised 2010 Budget*

Paul presented a PowerPoint reviewing the Trusts' performance to date and recommending some modifications to the current year's budget and to some of the proposed and implemented benefits. The proposed budget is less than the

## **Trustee Meeting Minutes, 15 June 2010**

currently approved budget so the modifications will simply involve some reorganization of expense categories.

**ACTION 1007-10 Paul will present the proposed revisions to the benefits at a future meeting.**

### **7. COMPANY ISSUES**

#### **7.1 Indigenous Employment**

Brian and Paul met with Brent Fleming of Paragon, the company that administers the River Cree Hotel for Enoch Band. Paragon has developed a detailed process on how to engage, hire and retain Band members at River Cree and provided a number of materials for our information. Brian suggested that the Trustees read the materials so that they are prepared for a conversation with the Companies' Directors and Management.

**ACTION 1007-11 Brian to invite the Directors and Management to meet with the Trustees to discuss Indigenous Employment.**

**ACTION 1007-12 Brent Fleming is to be invited to meet with the Trustees and the Directors to share Paragon's experience with Indigenous Employment.**

#### **7.2 50-50 Cost Split Between Trusts and Holding Companies**

Paul noted that on the Company Financial Statements at the AGM that the costs and return for the Management Company were still being split 50-50 between the two Trust Holding Companies. Since the cost is roughly 60-40 Paul feels that this should be adjusted since it penalizes one Trust more than the other. Catherine noted that David Ward had also recommended this solution.

**ACTION 1007-13 Brian to discuss with the Chair of the Directors the sharing of expenses and revenues between the Holding Companies and the Management Company so that there is a more equitable split.**

#### **7.3 Appointment of Representatives**

Ron Odynski sent a revision of Company By-Laws to bring the two Trusts into conformity with practice and the law. In the process, he also proposed that the Trustees appoint two of their members to act as representatives of the Trust for Company purposes. Trustees were unwilling to appoint two representatives but signed the documents presented by Ron.

#### **7.4 Corporate Report**

Brian reported that the proposed investments were going ahead as was the sale of property in Slave Lake. Roland raised an objection as Chief of the Sawridge First Nation that the Companies should not sell the property to the Town since it jeopardized the land claim negotiations between the Town and the First Nation that were presently stalled. He stated that he had raised this matter with one of the Directors and nothing had been done.

**ACTION 1007-14 Brian to raise the issue of the land sale to the Town of Slave Lake with the Chair of the Directors.**

## **Trustee Meeting Minutes, 15 June 2010**

### **7.5 Investment Opportunity**

**ACTION 1007-15**    **The topic of Investment Opportunity was tabled to the next meeting.**

### **8. NEXT MEETING AND ADJOURNMENT**

Trustees decided to hold the next meeting of the Trustees on 17 August 2010 in Slave Lake at the Band Office. Brian declared the meeting adjourned at 3:40 PM.

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Brian Heidecker, Chair



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## TRUSTEE MEETING MINUTES

Sawridge Inn, Edmonton South, Edmonton  
18 October 2010

**Attendees:** Clara Midbo, Bertha L'Hirondelle, Catherine Twinn, Roland Twinn, Walter Felix Twin

**Guests:** Brian Heidecker, Chair; Donovan Waters, Trust Counsel, Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

### 1. OPENING AND PRAYER

Brian called the meeting to order at 10:15 a.m. and the meeting was opened with a prayer led by Walter Felix.

### 2. REVIEW OF AGENDA

The date on the minutes referred to on the agenda was corrected to read 20 July 2010.

**2010-060 Moved by Clara, seconded by Roland that the agenda be accepted as presented.**

**Carried unanimously.**

### 3. REVIEW OF MINUTES 17 AUGUST 2010

Minutes from the meeting held 17 August were reviewed.

**2010-061 Moved by Catherine, seconded by Clara that the Minutes of 17 August 2010 be accepted as presented.**

**Carried unanimously.**

### 4. BUSINESS ARISING

1004-15 Paul still working on getting a tax accountant.

1004-42 Paul will be talking to Chief Twinn about a joint ID card for Band members/beneficiaries.

1006-02 Paul still checking into tax status of Trustees attending meetings on the Reserve.

1006-08 Catherine reported that Colin Campbell is retiring and that she is recommending two other lawyers as the Trusts' tax lawyer. Paul has met with an Edmonton tax lawyer and will present this topic in November.

1008-02 Paul is in discussions with Shepell fgi about indigenous services and will discuss this matter further with J.T. Moland.

1008-03 Brian and Paul will present the accounts reporting system in November.

1008-07 Brian will present information on the company plane in November.

1008-08 Brian will present information on the Thummin proposal in November.

## Trustee Meeting Minutes, 18 October 2010

1008-09 Brian will present information on the Company strategic plan in November.

### 5. BENEFICIARIES

The Trustees discussed Jonathon Potskin's request for funding for a computer for his studies since there is no Education Support Benefit policy in place at this time. Trustees were concerned that a policy be put in place as soon as possible so that these requests do not set a precedent. Trustees also felt that Jonathon should provide confirmation of enrolment.

**2010-062 Moved by Catherine, seconded by Walter to approve advancing AUD2,496.90 (CDN2,505.35) to Jonathon Potskin for the purchase of a computer provided that he can confirm his enrolment in a graduate program.**

**Carried, 3 in favour, 1 opposed, 1 abstain.**

### 6. TRUST MATTERS

#### 6.1 Reports

##### 6.1.1 *Chair's Report*

Presented at part of Company Issues.

##### 6.1.2 *Trust Administrator's Report*

Paul reported that the conference he attended in Ottawa on Aboriginal Taxation, Governance and Economic Development presented a lot of useful information that he would bring to the November meeting. There were also some resource people that may be useful to the trusts who were present at the conference.

##### 6.1.3 *Trustee Reports*

Roland reported that the Master Agreement between the Federal Government and the Lesser Slave Lake Indian Regional Council has not been signed yet and that some First Nations are not willing to enter into such an agreement. How this may impact services is not clear at this time.

Catherine reported that the Economic Development through Reconciliation is proceeding at Hobbema.

#### 6.2 Policy Development

##### 6.2.1 *Trust Administrator's Performance Evaluation and Contract*

Trustees discussed the Performance Evaluation of the Trusts Administrator presented by Brian. Walter suggested that Paul speak less softly so that he could hear him. Brian presented a contract for Paul.

**2010-063 Moved by Clara, seconded by Catherine that the new contract with Paul Bujold as Trusts' Administrator be approved.**

**Carried unanimously.**

## Trustee Meeting Minutes, 18 October 2010

### 6.3 Legal

#### 6.3.1 *Beneficiary Determination, Meeting with Donovan Waters*

Dr. Waters presented the trustees with his opinion on the steps that are necessary to resolve the beneficiary determination issue. Trustees had an extensive discussion about the proposal to vary the Trust Deeds and about the beneficiary determination process.

**2010-064 Moved by Catherine, seconded by Bertha that Donovan and Paul proceed on the variation of the Trust Deeds by undertaking an impact assessment through consultations with Mike McKinney, Roland Twinn, Catherine Twinn and others to determine the effect of varying the Trusts on:**

- **Status Quo**-the existing 41 beneficiaries under the 1986 Trust.
- **Pre-McIvor**-the existing beneficiaries and those who would be included as a result of Bill C-31.
- **Post McIvor**-the existing 41 beneficiaries along with those who would be included as a result of the McIvor decision plus their dependents.
- **Customary Law**-the beneficiaries who would be included in a case where only customary law was applied to the selection of beneficiaries.

**and also to prepare documents relating to the merging and variation of the Trusts for presentation to the Trustees by the December 2010 meeting.**

**Carried unanimously.**

### 6.4 Financial

#### 6.4.1 *Monthly Financial Reports*

Financial reports for the months of August and September 2010 were presented.

**2010-065 Moved by Clara, seconded by Bertha that financial statements for August and September 2010 be accepted as presented.**

**Carried unanimously.**

## 7. COMPANY ISSUES

### 7.1 Sawridge Management

Brian reported that the Companies have moved into their new offices in West-End Edmonton.

**ACTION 1010-01 On the issue of Sunil Lall, the Companies have been unable to contact him to conclude their negotiations. Brian asked Catherine to follow-up with Sunil.**

Brian reported that the Ft. McMurray hotel is doing very well and that the 2010 budget is back on track. The 2011 Budget will be presented at the 29 October 2010 meeting of the Directors.

## **Trustee Meeting Minutes, 18 October 2010**

**ACTION 1010-02** Paul asked that the Companies consider the financial needs of the Trusts based on the Trusts 2011 budget and that the resolution for the Trusts' waiving of interest on the principal owed by the Companies be prepared for the December Trustee meeting at the latest. Paul to send Brian an email detailing this.

The offer on the development at the Edmonton International Airport has been signed and is proceeding.

Brian will provide further updates at the November meeting.

### **8. NEXT MEETING AND ADJOURNMENT**

Trustees decided to hold the next meeting of the Trustees on 16 November 2010 in Edmonton at the Sawridge Inn Edmonton South. Brian declared the meeting adjourned at 4:00 PM.

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Brian Heidecker, Chair

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## TRUSTEE MEETING MINUTES

Sawridge Inn, Edmonton South, Edmonton  
21 December 2010

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn, Walter Felix Twin

**Guests:** Brian Heidecker, Chair, Donovan Waters, Trusts Counsel, Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

### 1. OPENING AND PRAYER

Brian called the meeting to order at 10:10 AM and opened the meeting with a prayer led by Walter Felix.

### 2. REVIEW OF AGENDA

Trustees reviewed the agenda for the meeting and added 6.1 Evaluation of Chair's Performance.

**2010-073 Moved by Roland, seconded by Clara that the agenda be accepted as amended.**

**Carried unanimously.**

### 3. REVIEW OF MINUTES 17 NOVEMBER 2010

Minutes from the meeting held 18 October were reviewed.

Under 4. Business Arising, after "Roland indicated that the LSLIRC is having discussions about" add: "problems about" before "continuing with the Federal Services Master Agreement." After this statement add: "This may result in a potential impact on demand for Trust programs by beneficiaries."

Under 5.2 add: "Ardell had indicated that" instead of "Brian indicated that".

Under 5.4 change "...the Trust does not have any way to provide health services..." to :the Trust does not have a program to provide health services..."

Under 6.1.2 insert "impact" in front of "analysis".

Under 6.2.1 add the phrase "...based on the advice of David Ward and Tim Youdan." at the end of the introduction.

**2010-074 Moved by Catherine, seconded by Clara that the Minutes of 17 November 2010 be accepted as presented.**

**Carried unanimously.**

#### 4. BENEFICIARIES

##### 4.1 Donovan Waters, Merger of Trusts and Certainty of Beneficiaries

Donovan Waters, Legal Counsel to the Trusts, presented options (attached as part of the Minutes) for review by the Trustees on merging the Trusts and on certainty in determining the beneficiaries. These options were developed by Donovan, in consultation with input from Catherine Twinn, Doris Bonora and Mike McKinney at a meeting held in the Trusts Office 10 November 2010 and were further refined in a conference call meeting on 17 November 2010 between the parties including Roland Twinn as Chief of Sawridge First Nation.

Trustees first reviewed the options presented under *Merger of Trusts*. Trustees felt that it was not time yet to consider Option 1 merging the two Trusts as other matters had to be dealt with first. Option 3 presented the problem of placing one Trust in a minority shareholder position compared to the other Trust and therefore was not a favourable option to consider.

Option 2 seemed to present the best possible solution at this time although it would require that an application be made to the Court for advice and direction on the beneficiary determination clause in the 1985 Trust.

Under the *Certainty of Beneficiaries* options, Option 1 and Option 3 presented significant challenges in that the membership and Band Council of the Sawridge First Nation had the ultimate legal responsibility for determining membership.

Option 2 seemed to present the best solution at this time. Trustees discussed the present difficulties with the Band process of determining membership and the long delays involved in making decisions. After Brian made some observations and suggestions including offers to help on both a technical and process basis, Chief Twinn agreed to encourage the Band, Council and Assembly to work with the Trusts to refine the Band process that would expedite resolving membership applications and questions. This would permit the Trusts to move forward on the question of beneficiary determination. Donovan also offered to assist with advice as a courtesy back to Mike McKinney for his previous involvement.

**2010-075 Moved by Catherine, seconded by Roland that the Trustees resolve:**

- 1. To adopt Option 2 under the Certainty of Beneficiaries in the Sawridge Trustee Options—Trustee Meeting 21 December 2010 document dated 17 December 2010 prepared by Donovan Waters and attached,**
- 2. To proactively work with the Sawridge Membership Committee and the Chief and Council to expedite recommendations to the Legislative Assembly so that applications can be determined within 6 months from the date received,**
- 3. To work with Chief and Council to develop proposed amendments to the Sawridge Citizenship Code including outlining legal standards that the decision-making process must meet, and**
- 4. To adopt Option 2 under the Merger of Trusts and to apply to the Court for advice and direction as to whether the definition of 'beneficiary' in the 1985 Inter Vivos Settlement is valid.**

**Carried, 4 in favour, Walter Felix abstaining.**



## Trustee Meeting Minutes, 21 December 2010

### 5. TRUST MATTERS

#### 5.1 Reports

##### 6.1.1 *Trust Administrator's Report*

Paul reported that most of his time in the last month has been working on determining the beneficiaries and on working out the costs of proposed benefits and savings plans. He has also working on the accounting system to bring matters up to date for the audit and tax preparation.

##### 6.1.2 *Trustee Reports*

Catherine reported that the third community dialogue of the Economic Development through Reconciliation will take place in Hobbema in January 10 - 11, 2011.

Roland reported that the Regional Council has been given limited options on extending the Master Services Agreement by the Federal Government. The First Nations are not willing to be forced into an agreement that they cannot support. If a new agreement or extension is not signed by 20 January 2011, it is unclear how services will be delivered by the Federal Government.

#### 5.2 Legal

Paul presented information on the three tax lawyers under consideration: Cheryl Gibson, Howard Morry and Chris Anderson. Catherine pointed out that it was important not to sever our long-term relationship with Davies Ward Phillips and Vineberg.

**2010-076 Moved by Roland, seconded by Walter that Cheryl Gibson be retained to handle the Trusts' tax matters.**

**Carried, 4 in favour, Catherine Twinn abstaining.**

#### 5.3 Financial

##### 6.5.1 *Financial Reports November 2010*

Trustees reviewed financial reports for November 2010.

**2010-077 Moved by Bertha, seconded by Clara that the November 2010 financial reports be accepted as presented.**

**Carried unanimously.**

#### 5.4 Budget 2011

Trustees reviewed the 2011 Budget Projections, including separate projections for the Phase II benefits. The Phase II benefits will not be implemented until there is more certainty on the identification of beneficiaries.

**2010-078 Moved by Clara, seconded by Roland that the 2011 Budget Projections be approved as presented.**

**Carried unanimously.**

### 6. COMPANY ISSUES

Brian reported that he and Paul had met with Ralph Peterson and John MacNutt on 24 November 2010 to discuss a number of issues of mutual concern.

## **Trustee Meeting Minutes, 21 December 2010**

A new severance package offer has been presented to Sunil Lall's lawyer and a response is being awaited from Sunil.

John stressed that neither he nor anyone from management had worked with Ardell Twinn on his business proposal to the Trusts. In fact, the Companies were awaiting information from Ardell on his proposal to lease space in the Travel Centre but had received nothing yet.

Justin Twin and the Companies are in discussion on a new arrangement since the arrangement for Justin with Fountain Tire did not work out. Indications are that a win-win situation is achievable for all concerned.

The Companies budget is on track to meet or slightly exceed targets. The airport development is going well.

Brian arranged for John MacNutt to meet with the RCMP K Division officials and officials from Alberta Solicitor General about plans to move the RCMP hangar.

Brian is awaiting a proposal from Ron Gilbertson on the Walter Twinn Memorial Foundation. At present, the Companies do not have anything in their budgets for this project.

Also discussed merging the trusts, developing a tax strategy, diversifying investments, the policy on employee/beneficiary access to hotel and restaurant services, featuring the ownership of the Companies by the Trusts, and plans to replace the CFO position with an Analyst and a Controller position.

A joint meeting between the Directors and the Trustees is planned for sometime in late February 2011.

### **6.1 Review of Chair Performance**

Trustees met in camera with Brian Heidecker on the issue of his performance evaluation.

## **7. NEXT MEETING AND ADJOURNMENT**

**Action 1012-01 Trustees decided to hold the next meeting of the Trustees on 15 February 2011 in Slave Lake at the Sawridge Inn.**

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Brian Heidecker, Chair

## Trustee Meeting Minutes, 21 December 2010

### SAWRIDGE – TRUSTEE OPTIONS – TRUSTEE MEETING 21 DEC. 2010

*Revised following lawyers' meeting on Friday, December 17*

#### **October meeting (proposals then made)**

"Beneficiaries" clause is contrary to 1985 (Bill C-31) Charter philosophy. Contrary to public policy? Recommended merge 1985 Trust with 1986 Trust.

Membership code. S. 3(a) of Band Code cannot be enforced against s. 11(1) 1985 *Indian Act* persons. S. 3 of Band code may discriminate (contrary to Charter) against natural children with only one registered parent, and also adopted children.

#### **December meeting (options before the Trustees)**

##### **1.            *Merger of Trusts***

**Option 1**     Apply to court to terminate the 1985 Trust and transfer the trust fund to the 1986 Trust trustees.

*[NB. Merger requires in law that all beneficiaries under the 1985 Trust become beneficiaries of the new (or 1986) Trust. Capacitated and sui juris beneficiaries of the 1985 Trust must approve of the merger themselves. Question: can who are beneficiaries of the 1985 Trust be ascertained for this purpose? The court will only consider the minors' legal position under the proposed merger, and the fact that the minors of the 1985 Trust will become members of a larger beneficiary class under the new (or 1986) Trust.]*

**Option 2**     Leave each of the 1985 and 1986 Trusts in being, and apply to court to determine whether the "beneficiaries" clause of the 1985 Trust is invalidated by the 1985 *Indian Act* or the Charter.

*[NB. The argument can be made for the Trustees that the definitional trust clause, though referring to the "Band", should be construed as merely descriptive of the settlor intended class, and that the Charter does not therefore apply. If the court rejects this argument, and decides the clause is invalid, however, possibly on grounds of public policy, the Trustees then decide on a new beneficiary clause for the 1985 Trust to put before the court.]*

**Option 3**     Leave the two Trusts in being. Value the assets of each Trust as of a determined date, and then the Trustees of each trust transfer the assets of that trust to a corporation, which then administers the assets as a whole. Shares would be issued to each Trust in the proportion that the valuation figures bear to each other, e.g., \$600,000 as the valuation figure of one trust, and \$400,000 of the other, resulting in a shareholding of 6 shares to one and 4 shares to the other out of 10 issued shares.

*[NB. This is a useful way in which to secure the common administration of both Trusts assets. However, trust law requires that the assets of distinct trusts be kept separate, unless there is a statutorily-approved pooling arrangement in place. Moreover, as each of the 1985 Trust and the 1986 Trust is in favour of Sawridge Band members at a different time, the beneficiaries of the two Trusts*

## Trustee Meeting Minutes, 21 December 2010

*will be different persons. It cannot therefore be argued that there is a common beneficiary class. If this option is chosen, we shall have to work further on it.]*

### 2. ***Certainty of beneficiaries***

Both Trust instruments say the beneficiaries are those who “qualify as Band members”.

**Option 1** Apply to court to replace “beneficiaries” clause of 1985 Trust and the 1986 Trust, if there is to be no merger. There will then be no reference to the Band or Band membership. The new description will be the “Sawridge First Nation”, or the customary law description of the Sawridge community. A Trustee appointed tribunal will determine which persons meet this description.

**Option 2** **The 1985 Trust**—adopt the Band’s view as to which persons are Band members under the 1982 Band membership class description.

**The 1986 Trust**—follow the Band Code and Band decisions as to who are registered members (s. 2 and s. 3(b), (c), (d), and (e) of the Code), and also ‘entitled’ persons (s. 11(1) of the Act) as yet unregistered, as and when these persons are registered by the Band.

The Trusts and the Band would then be operating with the one Band membership list.

**Option 3** **The 1985 Trust**—the Trustees decide by way of a tribunal who are the persons who satisfy the 1982 Band membership class description.

**The 1986 Trust**—the Trustees follow the Band Code but decide for themselves for Trust purposes by way of a tribunal as to who qualifies under that Code as Trust “beneficiaries”.

*[NB. It is likely that the Band’s ultimate list will largely be the same as the Trustees’ list, but the Trustees will require administrative law standards to apply in determining who are “beneficiaries”].*



## TRUSTEE MEETING MINUTES

Sawridge Inn Edmonton South, Edmonton  
15 March 2011

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Catherine Twinn (Conference Telephone), Roland Twinn, Walter Felix Twin

**Guests:** Brian Heidecker, Chair, Paul Bujold, Trusts Administrator, Doris Bonora, Trust Lawyer, Donovan Waters, Trust Lawyer (Conference Telephone)

**Recorder:** Paul Bujold

### 1. OPENING AND PRAYER

Brian called the meeting to order at 10:17 AM and opened the meeting with a prayer led by Walter Felix.

### 2. REVIEW OF AGENDA

Following the meeting with Doris Bonora and Donovan Waters (section 5.2.1 below) the Trustees reviewed the agenda for the meeting.

**2011-009 Moved by Clara, seconded by Roland that the agenda be accepted as presented.**

**Carried unanimously.**

### 3. REVIEW OF MINUTES 15 FEBRUARY 2011

Minutes from the meeting held 15 February 2011 were reviewed.

In Section 5.1.3, the reference to "Indian and Northern Affairs" should read "the regional Council" and the reference to "the Regional Council" should read "Indian and Northern Affairs".

In motion 2011-003, Roland and Walter wanted to register their abstention. Donovan Waters pointed out that these should always be registered in the minutes for future reference should questions arise.

In Section 6.3, the second sentence should read, "He feels that the Company should be consulting him as Chief of the First Nation because of the information he obtains through the First Nation's right of consultation whenever development or other activity takes place that may affect a First Nation. The final sentence should be struck and replaced with the sentence, "Trustees recognise the importance of a free-flow of information in a timely manner between all entities."

Catherine wondered why the Chief of the First Nation was singled out and felt that all Trustees should be included. Paul pointed out that the present Code of Conduct would first need to be amended to accommodate this more global approach.

## Trustee Meeting Minutes, 15 March 2011

**Action 1103-001 The Code of Conduct will be reviewed by the Trustees and amended in preparation for the development of a communication policy in Action 1102-006.**

**2011-010 Moved by Clara, seconded by Walter that the Minutes of 15 February 2011 be accepted as corrected.**

**Carried unanimously.**

### **4. BUSINESS ARISING**

Brian stated that Action Item 1102-004 should be listed as complete. The loan of Trust funds to the Company ran into problems because other issues need to be resolved first during the development of a taxation and investments strategy. This will be dealt with later.

Brian's contract addendum is ready for signatures. Paul was unable to resolve the issue around the first paragraph of the first article in the Newsletter so it is being brought back to this meeting for resolution. Deana Morton had a problem with the language of the release but Paul explained the reason for the language used and is awaiting her response.

### **5. TRUST MATTERS**

#### **5.1 Reports**

##### *5.1.1 Chair's Report*

Brian reported that there should shortly be an announcement that Ralph Peterson will be stepping down as CFO of the Edmonton regional Airports Authority and that he will be taking a position as CEO of GLM Industries, a pressure vessel manufacturing company at Nisku. This will not affect his work with Sawridge Group of Companies.

Brian also reported that he and his partner, Donna, recently went to Sawridge Inn Jasper for a few days. He reported that the service was excellent and that the reputation of Sawridge Inn and the hotel manager was held in high repute in Jasper among service providers.

Catherine asked Brian to find out about the parcel of land allotted to Sawridge for the expansion of hotel and convention services granted by then Prime Minister Jean Chretien. Brian said that there were no plans to expand in Jasper at this time and there was a Federal Government moratorium on development in Jasper at this time but that he would check to see the status of the land.

**Action 1103-002 Brian will check on the status of the parcel of land allocated to Sawridge next to the Sawridge Inn-Jasper and on any development plans the Company may have.**

##### *5.1.2 Trust Administrator's Report*

Paul reported that he had been on vacation for two weeks since the last meeting and that upon his return he had primarily focussed on carrying out actions relating to the decisions from the last meeting and preparing for this meeting.

## Trustee Meeting Minutes, 15 March 2011

The issue of the Newsletter was still not resolved since there was still disagreement about the first paragraph in the first article. After discussion it was:

- 2011-011 Moved by Roland, seconded by Clara that the first paragraph of the first article in the newsletter should be deleted and that the second article should be moved to the first place and the first article moved to the second place.**

**Carried, unanimously.**

Paul presented the Trustees with a copy of the pamphlets that will be sent to the beneficiaries on the new policies and benefits. Trustees asked that the pamphlets be sent out to all Trustees in advance of the next meeting for review and that this be dealt with at the next meeting.

- Action 1103-03 Paul will send out an electronic or paper copy of the new benefits and policy pamphlets to the Trustees prior to the next meeting.**

### *5.1.3 Trustee Reports*

Roland reported that the Sawridge First Nation and INAC have signed a two-year deal for delivery of services and have also signed a MOU to begin discussions for a longer-term 10-year agreement.

He also reported that Slave Lake has seen a lot of oil and gas activity with 2 new larger pipelines and a number of smaller ones in development.

The Sawridge First Nation received an Order-in-Council removing it from the Indian Act with respect to elections so the Sawridge Elections Act now takes precedence.

Brian congratulated Roland on his receipt of the Eagle Feather Award and for his gracious speech accepting the award for his work with the Maintenance Company.

## **5.2 Legal**

### *5.2.1 Court Application and Trust Variation*

Trustees initiated the Trustee Meeting by meeting with Doris Bonora and with Donovan Waters attending by conference telephone on the initial court application to initiate the process of determining if the beneficiary definition in the 1985 Trust Deed needs to be changed to meet present legal requirements. Doris explained this initial step laid the groundwork for both the actual application to obtain the Court's advice and direction on the definition of who is a beneficiary to this Trust and later for the Passing of Accounts. In this application, the Court is being asked to give its direction on who should be served notice and to set out the procedure for those wishing to present evidence to the Court. Covering the widest-possible number of interested parties at this time will both reduce costs and ensure that the process does not need to be recommenced if someone who has not been notified later comes forward. Court documents will be available on the Trusts' website and will be mailed to the lawyers for respondents. As much as possible, where the story being presented by a number of respondents is the



## Trustee Meeting Minutes, 15 March 2011

same, these will be asked to present together through a single attorney to reduce time and costs. The second application to ask the Court's advice on the clause defining beneficiaries in the 1985 Trust Deed will take place in September unless timelines need to be adjusted to meet notice and response times for this first phase.

Roland expressed concern that we may be casting too wide a net to give notice. The number of people presently on the "affiliated" list is around 400 with an additional two generations being included because of the McIvor amendments to the Indian Act. He also expressed concern with notice going to the Minister of Indian and Northern Affairs. Perhaps notice should only be sent to the Registrar of INAC rather than the Minister. People may think that the notice gives them a right to be members of the First Nation.

Catherine wondered if the Minister of INAC could be asked to set up an appropriate dispute resolution to deal with persons who feel that they may have an interest in being a member of the First Nation or a beneficiary to the Trusts.

Catherine asked why Section 16. B. refers to Legal Counsel for any individual Trustees. Doris explained that this may not happen in this application for advice and variation but that it may be necessary during the Passing of Accounts when Trustee fees and claims against the Trusts are being settled.

Doris proposed that the Court Application be amended to better limit potential problems as follows:

- a. In Section 2. c., the clause "...but who would now qualify to apply to be members of the Sawridge First Nation" be struck.
- b. In Section 3., the clause "...and that the person must determine his or her own entitlement and pursue such entitlement" be struck.
- c. Throughout the document, notice to the Minister of Indian and Northern Affairs Canada be substituted with the Registrar of Indian and Northern Affairs Canada if Doris can determine with the Registrar that notice to the Registrar instead of notice to the Minister is permissible.

The next step will be to prepare a more extensive history of the Trusts, based on the Trusts history interviews carried by the trusts in May 2010, for the second Court Application in September. Doris will have a draft of this affidavit for Paul's review next week. The second application documents will be ready for the trustees to review at their April meeting. Donovan pointed out that he will be away from 27 March to 20 April and would appreciate the Trustee meeting being moved to accommodate this so that he can be present by conference telephone.

Catherine suggested that those involved in preparing this affidavit should first read the evidence presented before Justice Muldoon by Chief Walter P. Twinn in 1993-94 since it explains a lot of the history of the Trusts. Doris asked if Catherine had a copy of this transcript and if she could provide it.

## Trustee Meeting Minutes, 15 March 2011

**Action 1103-04** Catherine will provide a copy of the court transcript of the evidence presented by Chief Walter Twinn before Justice Muldoon in 1993-94 to Paul who will provide Doris with a copy.

**2011-012** Moved by Clara, seconded by Catherine to approve Application to the Court as amended.

**Carried, 4 in favour, 1 abstention-Walter Twin**

Donovan Waters and Doris Bonora left the meeting at this point.

### 5.3 Financial

#### 5.3.1 *Financial Report February 2011*

Paul reported that due to the problems arising during the attempt to enter into a loan agreement with the Company, the original draw of \$2 million for 2011 from had not been issued by the Company. He also reported that he and Brian would be meeting with Cheryl Gibson, Tax Lawyer, to discuss taxation strategies and then planned on meeting with Cheryl, Ralph, John and financial officials from the Company to discuss the results in preparation for a meeting between the Trustees and the Directors on this subject later this year. Trustees reviewed the Financial Reports for February 2011.

**2011-013** Moved by Walter, seconded by Clara to accept the financial reports for February 2011 as presented.

**Carried, unanimously.**

## 6. COMPANY ISSUES

### 6.1 Review of Company Financial Report

Brian presented a document prepared by the Company reporting its financial activity in the last quarter and discussed the report with the Trustees.

## 7. NEXT MEETING AND ADJOURNMENT

Since Donovan Waters would not be able to be present for the next Trustee meeting if it were held on the third Tuesday of April since it would be held while he was away and since the trustees will be reviewing the second Court application at that time, it was decided to hold the next meeting on Tuesday, 26 April 2011 in Edmonton at the Sawridge Inn Edmonton South.

**Action 1103-05** The April Trustee Meeting will be held 26 April from 10:00 AM to 4:00 PM in Edmonton at the Sawridge Inn Edmonton South.

Brian declared the meeting adjourned at 1:40 PM

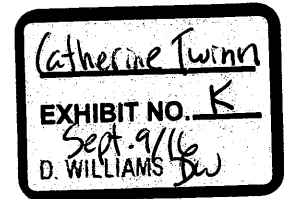
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Brian Heidecker, Chair

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## Trustee Meeting Minutes

Sawridge Inn Edmonton South, Edmonton

21 January 2014

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn

**Regrets:** Walter Felix Twin

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

### 1. Opening and Prayer

Brian called the meeting to order at 10:00 AM. The opening prayer was led by Roland.

### 2. Agenda

Trustees reviewed the agenda for the meeting. A letter sent to all Trustees last night (January 20) from Catherine was added to the agenda as item 11a.

**2014-001 Moved by Clara, seconded by Bertha that the agenda be accepted as amended.**

**Carried, Unanimously.**

### 3. Trustee Resignation

Walter Felix Twin submitted his resignation as a Trustee effective 16 December 2013. Trustees reviewed a memo from Paul outlining the next steps. Brian pointed out that the appointment of a non-beneficiary recommended in the memo was not an option since Bertha and Clara already make up the compliment of non-beneficiaries appointed as Trustees to the 1985 Trust. This leaves a very limited pool of possible candidates for appointment.

Roland proposed that the best option at this time would be to appoint Justin Twin as the replacement Trustee for the 1985 and 1986 Trusts. He is a beneficiary to both Trusts and also has experience on and off Reserve, is an entrepreneur and part owner of the Fountain Tire franchise in Slave Lake. Justin has indicated that he was willing to consider the appointment provided that there is a limit set on his term of service. Roland proposed that the term limit be set at three years.

Clara and Bertha agreed with Roland's suggestion. Catherine noted that obviously Bertha, Clara and Roland had given the matter a lot of thought. She stated that she hasn't had adequate opportunity to consider this matter and will have to give it some thought before choosing a replacement for Walter.

Brian pointed out that all Trustees had received notice in sufficient time to be able to come to the meeting prepared to make a selection and that the Trusts ability to continue ongoing business activities required that the Trustees make a selection soon.

Catherine asked if anything has been done to get Walter to extend the date of his resignation.

Paul said that he could not make this request of Walter without the direction of the Trustees.

Brian asked if Catherine was of the opinion that asking Walter for an extension was better than appointing Justin at this time.

## Trustee Minutes, 21 January 2014

Catherine stated that she is proposing that more time, care and due diligence be put in to the selection of a new Trustee rather than rushing into appointing an elected official of the Sawridge First Nation in contravention of what she feels Justice Thomas said in his (12 June 2012) decision. Catherine also feels that unanimous consent of all the Trustees is required in order to appoint a new Trustee. She feels that we should get a legal opinion on this.

Paul stated that he was not aware of anything in the Trust Deeds setting such a condition. Donovan Waters reviewed the Trust Deeds and trust law and did not come up with such a requirement.

Catherine said that she wants to discuss extending Walter's term and delaying Justin's appointment and also have an opportunity to discuss Justice Thomas' decision and obtaining legal opinions.

Brian stated that he was moving the meeting forward based on normal parliamentary procedure. Paul reviewed the Deed of resignation and Appointment of Trustees prepared by Doris Bonora based on advice from Donovan Waters.

Roland asked if all the Trustees had to sign the Deeds.

Paul said that, as he recalls, both David Ward and Donovan Waters have stated that all Trustees should sign resolutions passed by the majority, even if they were not in favour of the motion because Trustee actions are by majority vote. If all the Trustees do not sign, it does not invalidate the appointment or the resolution in question.

Catherine asked about #6 in Paul's memo regarding the need to have 5 Trustees in the 1985 Trust in order to carry out business. What expectation is there about signing the Deeds if they were accepted in principle?

Roland said that he feels the draft deeds should be attached to the minutes.

Paul reviewed the Deed to Limit the Term of a New Trustee.

Roland restated his view that the term limit should be three years subject to acceptance by Justin.

Catherine asked if the term limit could be applied to continuing Trustees.

Paul stated that his understanding is that continuing Trustees are not affected by the term limit being proposed for Justin. Trustees always have the ability to consent to accept a term limit.

Paul pointed out that the Code of Conduct was a binding contract between the existing Trustees and did not automatically apply to new Trustees unless they also signed on to the Code.

Roland stated that he felt that it would be appropriate to ask that Justin sign on to the Code but he pointed out that the Code is difficult and restrictive and difficult to enforce.

Catherine asked that a memo be sent to her outlining the taxability of the two Trusts, including principal repayments by the Companies to the Trusts.

**2014-002 Moved by Clara, seconded by Bertha that Everett Justin Twin be appointed as a Trustee for the 1985 Trust effective 21 January 2014 replacing Walter Felix Twin who has submitted his resignation as a Trustee effective 16 December 2013.**

**Carried, 3 in favour, Catherine opposed.**

- 2014-003** Moved by Clara, seconded by Bertha that Everett Justin Twin be appointed as a Trustee for the 1986 Trust effective 21 January 2014 replacing Walter Felix Twin who has submitted his resignation as a Trustee effective 16 December 2013.

Carried, 3 in favour, Catherine opposed.

- 2014-004** Moved by Roland, seconded by Bertha that Walter Felix Twin's resignation as a Trustee of the 1985 Trust and the 1986 Trust dated 16 December 2013 be accepted effective 21 January 2014 at 4:00 PM subject to Everett Justin Twin's acceptance of his appointment.

Carried, 3 in favour, Catherine opposed.

- 2014-005** Moved by Clara, seconded by Roland that the Deed of Resignation and Appointment of Trustees be accepted in principle as the instrument of transfer from the old trustees to the new trustees subject to the insertion of the name of the new appointee and the insertion of the list of assets being transferred to the new Trustees.

Carried, 3 in favour, Catherine opposed or abstaining because she needs time to make up her mind.

- 2014-006** Moved by Clara, seconded by Roland that the Deed to Limit Term of Appointment of New Trustee be accepted in principle subject to the insertion of the new trustee's name and subject to the insertion of a term of 3 years and subject to acceptance of the term of appointment by Everett Justin Twin.

Carried, 3 in favour, Catherine either abstaining or opposing. She needs time to make up her mind.

- 2014-007** Moved by Bertha, seconded by Roland that the new trustee be asked to indicate his adherence by signing on to the existing Code of Conduct contract between the current Trustees.

Carried, 3 in favour, Catherine either abstaining or opposing. She needs time to make up her mind.

#### **4. Financial Statements**

Trustees reviewed the financial statements for December 2013.

- 2014-008** Moved by Clara, seconded by Roland that the financial statements for December 2013 be accepted as presented.

Carried, Unanimously.

#### **5. Audit 2013**

Trustees reviewed the proposal for a full audit of the 2013 accounts from MNP. Brian and Paul had previously proposed that the Trustees undertake an accounts review every year but that every fifth year a full audit be undertaken to provide the beneficiaries with the financial information they require. Roland asked if the proposal included the 5% administrative fee and if 5% GST was included. Paul said that the proposed \$35,000 fee did not include these two charges.

- 2014-009** Moved by Clara, seconded by Roland that the MNP Audit Proposal be accepted with an additional 5% administrative fee and 5% GST.

**Carried, Unanimously.**

**6. Minutes**

Trustees first reviewed the 17 September 2013 minutes which were still outstanding.

Catherine stated that she would be providing the Trustees with a written statement to attach to the minutes.

Brian indicated that attaching an individual's statement to the minutes of a previous meeting was not in keeping with proper meeting process and he would place it as an agenda item at the next Trustees meeting.

Clara noted that in #4 "...an entry fee of \$1,200 expect for those under 18 years of age." Should read "...an entry fee of \$1,200 except for those under 18 years of age."

**2014-010 Moved by Clara, seconded by Bertha that the minutes for 17 September 2013 be accepted as amended.**

**Carried, 2 in favour, Catherine opposed, Roland abstaining because he was not at that meeting.**

Trustees then reviewed the 17 December 2013 minutes.

Roland proposed a new version of the second paragraph in #4.1 which should read:

"Roland stated that he was not interested in grandfathering any beneficiaries at this time because of the potential impacts this would have on the Sawridge First Nation's membership application process such as what had happened when the trusts advertised for potential beneficiaries of the trusts to come forward. The First Nation received a large number of applications for membership. He pointed out that, according to the Indian Act of 1970 (the definition used in the 1985 Trust) that anybody who was identified as the father of a child born from a non-married woman of Indian status at the time of birth was the determining factor of whether the child was a member of a band as opposed to the marital status of the parents after birth."

Catherine stated that she would be providing the Trustees with a written statement to attach to the minutes.

Brian indicated that attaching an individual's statement to the minutes of a previous meeting was not in keeping with proper meeting process and he would place it as an agenda item at the next Trustees meeting.

**2014-011 Moved by Roland, seconded by Clara that the minutes for 17 December 2013 be accepted as amended.**

**Carried, 3 in favour, Catherine opposed.**

**7. Action Items**

Paul reviewed the Action Items, pointing out those items which had been completed.

**8. Trust Administrators' Report**

Paul presented his report of activity since the last Trustee meeting.

Catherine asked Paul who gave him authority to work on the proposed Trustee Manual. Brian pointed out that the Trusts Administrator's duties included preparing documents necessary for the operation of the Trusts for the Trustees' consideration. He also pointed

out that Trustees had discussed this item before and all had received copies of Donovan's video.

**9. Trust Administrators' and Chair's Evaluations**

Paul absented himself while the Trustees considered his 2013 performance evaluation.

Brian indicated that he had received performance appraisals from four Trustees and himself. Catherine stated that she would be providing the Trustees with a written statement regarding Paul's performance and would be included in her previous statements re the minutes to attach to the minutes.

Brian indicated that attaching an individual's statement to the minutes of a previous meeting was not in keeping with proper meeting process and he would place it as an agenda item at the next Trustees meeting.

**2014-012 Moved by Roland, seconded by Clara that Paul's 2013 performance evaluation be approved as presented by Brian.**

**Carried, 3 in favour, Catherine opposed.**

**2014-013 Moved by Clara, seconded by Roland to approve a salary increase of 3% for Paul effective 1 January 2014.**

**Carried, 3 in favour, Catherine opposed.**

**10. Scenarios Plan**

Brian asked the Trustees if they wished to continue working on developing a long-term plan for the Trusts.

Roland stated that the plan needs to be used regularly and not to become simply a 'vinyl trophy'.

Brian replied that the plan is a living document with milestones and that it can be a powerful tool. The Trusts could start using the plan when it is 75% complete.

Catherine asked what Brian sees today as critical issues facing the Trusts.

Brian stated that the Board of Trustees, the working culture of the Trustees, succession planning, guidance to the Companies on mid to long term investment policies, the Application for Advice and Direction and Catherine's outstanding claim accounts were all important issues facing the Trusts at this time.

Roland said that the plan addresses the next 10-14 years but also needs to address some short-term actions and medium-term tactical strategies. He feels that the plan needs to develop some short term plans and that it needs to be a 'Trustees document'. The Trustees need to spend some time at each meeting considering the plan and to have an annual meeting to revisit the plan and measure its key success indicators.

Brian reviewed the circumstances under which the Strategic Plan was originally contemplated, drafted and then worked upon by the Trustees. We had agreed to develop a longer term vision first which will enable us to work on the short and mid-term issues with renewed focus.

**1401-001 Trustees agreed that Brian should proceed with development of the Strategic Plan and allocate time at future Trustee meetings.**

**11. Resumption of the Application for Advice and Direction**



## **Trustee Minutes, 21 January 2014**

Paul reported that he and Brian have met the legal team to pass on the Trustees instructions from the last meeting and to get the Application for Advice and Direction restarted.

Catherine asked under what authority did Paul and Brian instruct the lawyers to negotiate grandfathering since this proposal was rejected at the last meeting.

Paul pointed out that the Trustees had approved the proposal at the 17 December 2013 meeting.

Catherine stated that when she left the meeting, the proposal had been rejected.

Brian pointed out that the proposal had simply been set aside until later in the meeting because the Trustees did not seem to want to discuss the pertinent details of the proposals at that time. The Trustees considered the minutes and then completed the balance of items listed on the agenda including the set aside item. He stated that Catherine could not expect to control the agenda simply by walking out of a meeting. He asked if she wanted to move to bring the matter back for re-consideration.

Catherine stated that she felt that it was improper to deal with this item after she left and wants this noted in the minutes.

Brian said that by the next meeting we should be able to report on the progress of negotiations with the representative of the Office of the Public Trustee.

### **12. Catherine Twinn's Letter to Trustees re Trustee Duties**

Brian asked how many of the Trustees have had the opportunity to read Catherine's letter of 20 January 2014.

Brian stated that the letter contained issues that were too complex to deal with on such short notice at this meeting. He said that the discussions with and opinions obtained from the legal team regarding the issue of the perceived conflict of interest and the opinions of everyone else familiar with the file differed from Catherine's interpretation. Brian said that circulating the letter to such a broad range of recipients both inside and outside the Trusts is beyond the pale and is very problematic. He recommended that the Trustees review their Code of Conduct. He pointed out that the Trustees, staff and legal team did, in fact, consider Catherine's views but that they simply did not agree with those views. It was not a matter of not listening. He said that the item would be placed on the agenda for the next Trustee meeting and that there should be very serious reflection by all of the Trustees in preparation for that meeting.

### **13. Company Update**

Brian reported that the Companies have closed off their financial records for and are in the process of completing their audit of the 2013 year end. It was a very good year and all results were according to plan. The Companies are concerned about the amount of taxes that they will have to pay in the future. Brian also reported that he and Paul would be meeting with Ralph and John regarding a number of issues including the AGM, taxation and a possible presentation by Mike Percy similar to last year's presentation at the AGM.

### **14. Next Meeting**

The meeting scheduled for 18 February 2014 has been moved to 25 February 2014 at Catherine's request.

Brian adjourned the meeting at 4:00 PM. Roland said a closing prayer.

**Trustee Minutes, 21 January 2014**

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Brian Heidecker, Chair

**Memorandum on the Sawridge Trusts of 1985 and 1986: resignation of a trustee, and the appointment of a replacement trustee**

Dated January 4, 2014

There are five Trustees of the Sawridge Band Inter Vivos Trust, created on 15<sup>th</sup> April, 1985, and also of The Sawridge Trust, created on 15<sup>th</sup> August, 1986, in each case by Declaration of Trust. These two trusts are referred to as "the Sawridge Trusts". As of the present date there are five persons who are the appointed Trustees of each Trust. One of the five is Walter Felix Twin. This Trustee ("Walter Felix") has now written to Paul Bujold, Trusts Administrator, a letter tendering his resignation from his position as Trustee.

Resignation of a Trustee

Notice of an intention to resign can take any form, but all the co-Trustees must be aware of the notice before it can take effect. Notice to Mr. Bujold would be construed as notice to the co-Trustees. The remaining Trustees cannot decline to accept the resignation, unless there is cause in connection with Walter Felix's outstanding breach or breaches of trust. The 'unless' clause not being relevant in the present circumstances, and the 30 days notice required by clause 5 of each Trust instrument being met on January 21, the remaining Trustees can accept the resignation as of that date. The resignation will then be effective as of January 21, 2014. The resignation and its operative date are not required in Alberta to be by deed (see the Trustee Act, R.S.A. 2000, c. T-8., s. 17(2), which uses the word, "instrument"), but in my view it is preferable to have a deed between the resigning trustee and the remaining trustees.

Walter Felix is entitled to remuneration as Trustee until January 21, 2014. He is also entitled as of that date to be indemnified for any expenses he has properly incurred as a Trustee prior to that date. While he is a trustee, he has lien rights against the funds of the Trusts for unpaid remuneration, and expenses not reimbursed, as of that same date. Prior to its acceptance, he is entitled to retract his tendered resignation so as to retain this lien if he has not been appropriately paid and reimbursed to January 21, 2014. If there is no disagreement on these matters, the deed of resignation referred to above can usefully record as between the outgoing trustee and the continuing trustees that payment and reimbursement have been made, and accepted by the resigning Trustee.

It is familiar for a resigning trustee to seek from the continuing trustees an indemnification from those continuing trustees for any liability of the then trustees that comes to light after the resignation but pertaining to the period prior to the resignation. A resigning trustee would otherwise continue to carry this potential liability into retirement. The clause in the deed of resignation would run something like this – "the continuing Trustees discharge [the resigning trustee] as a co-trustee from all liabilities, including actions, damages, claims, losses, costs and expenses of whatever nature arising with respect to, or as a direct or indirect result of, the administration of the" Trusts prior to the date of resignation.

However, in this instance under clause 12 of each Sawridge Trust the Trustees already benefit from a considerable degree of protection from liability. A Trustee is solely responsible for breaches of trust which are held to stem from the lack of good faith in that Trustee's acts or omissions, i.e., he was fraudulent, dishonest or otherwise intended to act wrongfully as he did. This type of clause may lead trustees continuing in office to say that the outgoing trustee does not need protection from his subsequently-found liability for negligence, of which he was previously unaware, and that that level of protection, given him by the Trust deeds, is all that he can reasonably ask from continuing trustees, who assume personally any liability that

the resigning trustee had. Alternatively, it may lead the outgoing trustee himself to say that he will not ask for an indemnification. Nonetheless, an outgoing trustee may wish to consider taking independent legal advice before taking this decision.

Appointment of a replacement Trustee

Under clause 5 of each Sawridge Trust the power of appointment of a replacement Trustee on a resignation occurring is vested in the continuing Trustees. The 1985 Trust requires a minimum number of five Trustees (the 1986 Trust a minimum of three Trustees), so on this occasion there must be a replacement Trustee. All the existing Trustees are also Trust beneficiaries, so the replacement Trustee can validly be a person who is not such a beneficiary.

I am not aware of the investment holdings currently held by the 1985 and 1986 Sawridge Trusts. So I will set out more fully the legal requirements as to vesting the trust assets in the new body of Trustees.

The point of law to be considered carefully in the appointment of a new trustee is that the appointors ensure that the trust property, whether items of realty or personalty, is effectively vested in the new trustee body, i.e., the continuing trustees, A, B, C and D, plus the replacement trustee, E. Unless there is a proper vesting of title in the trust property, the continuing trustees and the new trustee together cannot validly deal with the trust property or exercise the trustee powers. It used to be the case under the common law that each asset had individually to be transferred to the new trustee body, but for some time the provinces have been adopting the 1925 legislation in England whereby a "declaration" is made by the appointor(s) of the new trustee body that trust assets thereby vest in the new body.

In Alberta it is a matter of construction of the instrument of appointment as to whether the instrument of appointment contains adequate language that it transfers to the new body of trustees the legal title in each and all of the trust fund assets. In the Trustee Act, R.S.A. 2000, c. T-8, s. 17(1), it is provided for such a transfer that the "declaration" of vesting of trust property must employ such inclusive language as "any estate or interest" in "any land" or "chattel that is subject to the trust", and any receivable "debt or other chose in action".

One function of this declaration is to authorize changes of registration to be made in the provincial records maintained under the Land Titles Act, R.S.A. 2000, c. L-4.

It should also be noted that, if the resignation and the appointment of a new trustee are to be made in the same instrument (preferably a deed, as previously noted), the declaration would be made in this instrument. See Trustee Act, R.S.A. 2000, c. T-8, s. 17(2).

However, and this too must be noted, the section 17 vesting declaration does not apply to vest certain assets. Not included is "any share, stock, annuity, or property only transferable in books kept by a company", or other body in compliance with Alberta legislation. See s. 17(3). This is because shares are commonly registered in the names of legal persons, but not as trustees. If they held as 'trustees', the declaration might be enough. The Sawridge Trusts own shares in privately-held corporations, and the change of registration of these shares into the names of the new Trustees, as a group, must therefore specifically be made in the corporate books.

Also excepted from a section 17(2) declaration are mortgages of land held by trustees as part of the trust fund. Such mortgages are traditionally excepted because the deed of mortgage security will not reveal that the mortgagees are trustees advancing trust fund monies. Specific vesting of mortgages of land in the new trustee body is thus required. It is true that all land interests must be registered under the Land Titles Act, as previously mentioned, so

## Trustee Minutes, 21 January 2014

that this would cover land mortgages in any event. But it is worth knowing that Land Titles Act registration is needed for land mortgages because also of this exception.

Thirdly, and lastly, trust fund assets in the form of leasehold or sub-leasehold interests, under the terms of which holdings assignment is denied without the landlord's consent, specific transfer of title to the new body of trustees is vital. Otherwise, were the vesting of these assets to have been made in the new body of trustees by the declaration, the forfeiture provision may be triggered.

All this law as to vesting may seem at first sight complex, but it all makes sense as a set of rules, and it is easily manageable by a lawyer who specializes in this area. An added difficulty is that every Canadian jurisdiction makes its own legislative rules as to trustee appointment documents, and the effect of those documents. B.C. rules, for example, differ from Alberta rules. It may be annoying, but I would suggest an Alberta lawyer be retained who is cognizant of any procedural details, such as court rules, concerning vesting declarations practice in Alberta. Once the job is done properly, it does not have to be thought about again.

### Timing the resignation and the appointment of a replacement

If the resignation is to be by deed as of January 21, 2014, then the resignation and the replacement appointment, including a section 17(2) declaration, could be incorporated into the same instrument. This supposes, however, that by that date the continuing Trustees are agreed as to the person who is to replace the outgoing Trustee, and that person has agreed to serve.

If, however, the resignation is to be as of January 21, 2014, but on that date time or further time is needed by the continuing Trustees, in which to select, approach the person and confirm a replacement Trustee, there is going to be a period of time thereafter during which for the 1985 Trust there will not be a minimum number of Trustees. This prevents the four continuing Trustees from validly acting as 1985 Trust Trustees, whether by majority or otherwise. Trustees should never be in this position, and it is therefore clear that there cannot be a period of time between resignation and appointment during which this position exists. An alternative is needed. In order that capacitated trusteeship, i.e., five trustees, is continuously in place, it is suggested that, if he will so consent, Walter Felix remain as Trustee while discussions are taking place as to his successor. Then resignation and appointment can be carried out on the same day.

Donovan Waters, Q.C., F.R.S.C.

## MEMORANDUM

**Date:** 7 January 2014  
**To:** Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Roland Twinn  
**From:** Paul Bujold, Trusts Administrator  
**Subject:** Walter Felix Twin Resignation

Upon returning from the break after the New Year, I received a package from Walter Felix Twin in which he sent letters to each of his fellow Trustees announcing his resignation as a Trustee effective 16 December 2013.

According to the Trust Deeds,

"Any Trustee may at any time resign from the office of Trustee of this Settlement on giving not less than thirty (30) days notice addressed to the other Trustees." (1985 Trust Deed and 1986 Trust Deed, Paragraph 5)

Based on the "not less than 30-day notice period", Walter's resignation could be accepted by the Trustees anytime after 17 January 2014. Since the Trustees are meeting on 21 January 2014, this item will be placed on the agenda for that meeting.

I sent an email to Donovan Waters requesting that he review the provisions of the two Trust Deeds and Alberta and common law on trusts to give us some guidance on how the Trustees should proceed. His memo is attached.

In his memo, Donovan points out a number of crucial points:

1. The Trustees cannot decline to accept Walter's resignation.
2. Donovan's recommendation is that the resignation be recognised by a 'deed' between Walter and the remaining Trustees. (I have asked Doris Bonora to prepare such a deed.)
3. Walter is entitled to be paid all fees that are due. (Walter is paid up on all fees as of 17 December 2013.)
4. Walter may also seek an indemnification for any liability arising prior to his resignation that may come to light after his resignation. (This clause has been included for Walter and for the in-coming new Trustee in the deed prepared by Doris.)
5. The remaining 4 Trustees have the power to appoint a replacement Trustee.
6. The 1985 Trust requires a minimum of 5 Trustees while the 1986 Trust requires a minimum of 3 Trustees. The Trustees cannot validly deal with any business unless there is a proper vesting of title in a new Trustee since at least 5 Trustees are required for the 1985 Trust.
7. The resignation and appointment deed should contain a list of all assets being transferred from the resigning Trustee to the new Trustee. (Doris has pointed out

## Trustee Minutes, 21 January 2014

that in Alberta, since the Trustees are joint tenants, the deed has to transfer the assets from the five current Trustees to the five new Trustees. That provision has been included in the prepared deed.)

8. Since the Trustees cannot do business with only 4 Trustees for the 1985 Trust, Donovan suggests one option available to the Trustees is that Walter be asked to extend his period of service until a new Trustee can be selected and briefed and accept the appointment.

The new Trustee has to be fully aware of all the transactions of the Trusts from their creation date in order to fully understand the responsibility and liabilities that come with the position. Since this may take some time, I would recommend that the remaining Trustees consider appointing a temporary replacement for a 6-month period in order that a new candidate can be chosen and briefed. This may also give the Trustees an opportunity to develop a workable succession plan for Trustees. The temporary replacement Trustee could be a non-beneficiary since the Trustees Deeds permit the appointment of 2 non-beneficiaries for the 1985 Trust and 1 non-beneficiary for the 1986 Trust if a sufficient number of the remaining Trustees are beneficiaries.

In the interim, after discussing the options with our legal team, I would recommend that Brian Heidecker be appointed as a temporary, non-beneficiary Trustee for 6 months. He is already completely aware of the history of the Trusts and what the responsibility entails and is presently sitting on the Board of Trustees as Chair and therefore would not require the prior briefing. This would permit the Trustees accepting Walter's resignation on 21 January as well as appointing a replacement Trustee, albeit temporary giving the Trustees some breathing room to come up with a more permanent solution. Most importantly, this would permit the Trusts to carry on its normal business activities.

Doris Bonora's Resignation and Appointment Trust Deeds will be forwarded to you as soon as it is complete. She is presently gathering information on the assets and liabilities from the Sawridge Group of Companies to include in the Schedules to these Deeds.

cc      Brian Heidecker, Chair

## Trustee Minutes, 21 January 2014

### DEED OF RESIGNATION AND APPOINTMENT OF TRUSTEES

THIS DEED is made the 21<sup>st</sup> day of January, 2014.

WHEREAS:

- (A) Walter Felix Twin (the "Retiring Trustee"), along with Catherine Twinn, Roland Twinn, Clara Midbo and Bertha L'Hirondelle (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as Sawridge Band Inter Vivos Settlement (the "Trust");
- (B) The Retiring Trustee desires to resign as trustee of the Trust and for such purpose has given notice in writing of his resignation to take effect the 21<sup>st</sup> day of January, 2014;
- (C) The Trust Deed creating the Trust dated the 15th day of April, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees wish to appoint \_\_\_\_\_ (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust;
- (E) The New Trustee desires to accept his/her appointment as a trustee of the Trust;

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

#### 2. RESIGNATION/APPOINTMENT

The Continuing Trustees hereby accept the resignation of the Retiring Trustee as trustee of the Trust and the Continuing Trustees hereby appoint the New Trustee as a trustee of the Trust in the place of the Retiring Trustee.

#### 3. TRANSFER OF TRUST ASSETS

The Retiring Trustee and the Continuing Trustees transfers, assigns, conveys and delivers to the Continuing Trustees and to the New Trustee, as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation,

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust;
- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered;



## Trustee Minutes, 21 January 2014

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the New Trustee, the Retiring Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the New Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

### 4. RIGHTS AND POWERS

The Continuing Trustees and the New Trustee shall succeed to all title of the trustees to the Trust estate and to all rights, powers, duties, discretions, obligations and immunities of the trustees of the Trust under the provisions of the Deed, as though the Continuing Trustees and the New Trustee were originally named as trustees in the Deed.

### 5. ACCEPTANCE

The New Trustee accepts his/her appointment as a replacement trustee of the Trust, and agrees to be bound by and perform in accordance with its terms, the trustee's obligations pursuant to the terms of the Trust.

### 6. LIABILITIES AND INDEMNITY

Notwithstanding any provision in this document to the contrary:

- (a) The New Trustee does not assume, and is not responsible or liable for, and the Retiring Trustee and the Continuing Trustee agree to indemnify out of the assets held on trust and save harmless the New Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Retiring Trustee and/or the Continuing Trustee occurring or arising before the date of this Deed; and
- (b) The Retiring Trustee is not responsible or liable for, and the Continuing Trustees and the New Trustee agrees to indemnify out of the assets held on trust and save harmless the Retiring Trustee from, any loss, cost or damage arising from, relating to or in any way connected with the acts or omissions of the Continuing Trustees and the New Trustee occurring or arising on, prior to or after the date of this Deed.

### 7. REPRESENTATIONS OF RETIRING TRUSTEE AND THE CONTINUING TRUSTEES

The Retiring Trustee and the Continuing Trustees hereby represent to the New Trustee that:

- (a) the assets held in the Trust as at the date hereof consist of those assets set out in Schedule A attached hereto; and
- (b) the liabilities of the Trust as at the date hereof consist of those liabilities set out in Schedule B attached hereto.

### 8. GOVERNING LAW

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

**Trustee Minutes, 21 January 2014**

9. **NOTICES**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party:

(a) if to the Retiring Trustees at:

P.O. Box 534<>  
Slave Lake, Alberta , T0G 2A0 <>

(b) if to the Continuing Trustees at:

c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta , T5N 1R2 <>

(c) if to the New Trustee:

c/o Suite 214, 10310 - 124 Street  
Edmonton, Alberta , T5N 1R2

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the tenth day next following the date of its mailing unless at the time of mailing or within ten days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the business day next following the day it was delivered.

10. **COUNTERPARTS**

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

11. **SUCCESSORS AND ASSIGNS**

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this Deed as of the day and year first above written.

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Walter Felix Twin,  
in his capacity as Retiring Trustee

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Catherine Twinn, in her capacity as Continuing Trustee of the Trust

**Trustee Minutes, 21 January 2014**

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Roland Twinn

in his capacity as Continuing Trustee of the Trust

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Clara Midbo

in her capacity as Continuing Trustee of the Trust

---

Bertha L'Hirondelle,

in her capacity as Continuing Trustee of the Trust

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\_\_\_\_\_

in his/her capacity as New Trustee of the Trust

Schedule A  
to the Deed of Appointment of Trustees of the <> Trust  
Assets of the <> Trust

1. <>.



Schedule B  
to the Deed of Appointment of Trustees of the <> Trust

Liabilities of the <> Trust

1. <>.

## **Trustee Meeting Minutes, 21 January 2014**

### **DEED TO LIMIT TERM OF APPOINTMENT OF NEW TRUSTEE**

THIS DEED is made the 21<sup>st</sup> day of January, 2014.

#### **WHEREAS:**

- (A) Walter Felix Twin (the "Retiring Trustee"), along with Catherine Twinn, Roland Twinn, Clara Midbo and Bertha L'Hirondelle (collectively, the "Continuing Trustees") are the trustees of the trust settlement known as Sawridge Band Inter Vivos Settlement (the "Trust");
- (B) The Retiring Trustee has resigned as trustee of the Trust and for such purpose has given notice in writing of his resignation to take effect the 21<sup>st</sup> day of January, 2014;
- (C) The Trust Deed creating the Trust dated the 15th day of April, 1985 (the "Deed") provides that the Continuing Trustees shall be entitled to appoint a replacement trustee;
- (D) Pursuant to the provisions of the Deed, the Continuing Trustees appointed \_\_\_\_\_ (the "New Trustee") to act, along with the Continuing Trustees, as trustees of the Trust for the limited term of six months commencing on January 21, 2014;
- (E) The New Trustee desires to accept his appointment as a trustee of the Trust for the limited term of six months commencing on January 21, 2014;

NOW THEREFORE THIS DEED WITNESSETH that in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

#### **2. APPOINTMENT**

The Continuing Trustees and the New trustee agree that the New Trustee is appointed for the limited term of six months commencing on January 21, 2014.

#### **3. TERMINATION OF APPOINTMENT**

The New Trustee agrees to sign a resignation as a Trustee of the Trust within 6 months of January 21, 2014 and agrees to take all steps to transfer to the Continuing Trustees and any subsequently appointed Trustee ("Subsequent Trustee") appointed upon or after the resignation of the New Trustee as joint tenants, all of the Trust's estate and interest in any and all property and assets subject to the Trust including, without limitation,

- (a) all the property subject to the Trust, movable or immovable, real or personal, tangible or intangible (including, without limitation, intellectual property) of every kind and description wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights subject to the Trust;
- (b) all choses in action, including all the book and other debts (including accounts receivable) due or accruing due to the Trust; and the full benefit and advantage of all securities for the payment of such debts;
- (c) the full benefit and advantage of all existing contracts and engagements to which the Trust may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds, debentures and other securities (if any) subject to the Trust;

## Trustee Meeting Minutes, 21 January 2014

- (e) all other property, assets and rights which is or may hereafter be subject to the Trust in connection with any business carried on by the Trust including goodwill and the right to use any trade names and trademarks, whether registered or unregistered;

Until such time as legal title or ownership of the Trust's property and assets is registered in the joint names of the Continuing Trustees and the Subsequent Trustee, the New Trustee and the Continuing Trustees shall hold legal title to such property and assets for the Continuing Trustees and the Subsequent Trustee as bare trustees and shall execute all deeds, transfers, conveyances, appointments and other documents as are necessary or desirable to carry out the intent of this Deed.

### 5. ACCEPTANCE

The New Trustee accepts his appointment for the limited term of 6 months, and agrees to sign all documents necessary to resign in accordance with this Deed.

### 6. GOVERNING LAW

This Deed shall be governed by the laws of Alberta, and all provisions hereof shall be administered according to such laws.

### 7. COUNTERPARTS

This Deed may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart Deed or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument.

### 8. SUCCESSORS AND ASSIGNS

This Deed shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this Deed as of the day and year first above written.

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Catherine Twinn,  
in her capacity as Continuing Trustee of the Trust

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Roland Twinn,  
in his capacity as Continuing Trustee of the Trust

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Clara Midbo,  
in her capacity as Continuing Trustee of the Trust

**Trustee Meeting Minutes, 21 January 2014**

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Bertha L'Hirondelle,

in her capacity as Continuing Trustee of the Trust

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in his capacity as New Trustee of the Trust



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## Trustee Meeting Minutes

Sawridge Inn Edmonton South, Edmonton

25 February 2014

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Justin Twin, Catherine Twinn, Roland Twinn

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

### 1. Opening and Prayer

Brian called the meeting to order at 10:15 AM. The opening prayer was led by Roland.

### 2. Agenda

Brian welcomed new Trustee, Justin Twin. Trustees reviewed the agenda for the meeting. Roland inquired if the Agenda item for Trustee reports was being permanently removed. Paul indicated that the Agenda has been temporarily reformatted to deal with urgent business but that it would be returned to its previous format once these urgent items were resolved.

**2014-014 Moved by Clara, seconded by Roland that the agenda be accepted as presented.**

**Carried, Unanimously.**

### 3. Deed to Appoint a New Trustee

Catherine has not signed the Deeds for the Appointment and Resignation of a Trustee and the Deeds to Limit the Term of Appointment for a New Trustee. Brian asked Catherine if she was prepared to sign the documents at this time. Catherine stated that she was not ready to sign at this time and that she has not has the opportunity to review the Deeds because she has been away on vacation. She also wanted to meet with Justin prior to signing and had set up a meeting with him on 31 January which Justin had to cancel because of family commitments. She still wants to meet with Justin.

### 4. Transfer of Trust Assets

Since Catherine has not signed the relevant Deeds at this time, the present ownership of the assets of the 1985 Trust, which requires a minimum of 5 Trustees in order to operate, and the assets of the 1986 Trust, which requires between 3 and 7 Trustees in order to operate, are in question. The legal advice received by the Trusts' Administrator is that in such a case the Trustees have a fiduciary obligation to act expeditiously to transfer the assets through an Application for Advice and Direction to the court. Catherine read out the resolution to this effect signed on 24 January 2014 by the four other Trustees. She inquired why there was such a rush in appointing Justin and transferring the assets. Brian pointed out that the 1985 Trust cannot operate with less than 5 Trustees and that Walter's resignation reduced the number of Trustees to 4.

**2014-015 Moved by Roland, seconded by Clara that If any Trustee fails to execute the Deed of Resignation and Appointment of Trustees, the administrator of the trust shall take steps to bring the necessary court applications to approve the steps to effect the resignation of Walter**

## **Trustee Meeting Minutes, 25 February 2014**

**Felix Twin, to effect the appointment of Everett Justin Twin and to effect the transfer of assets from continuing and former trustees to the continuing and new trustees.**

**Carried, 3 in favour, Catherine opposed, Justin abstaining because the resolution concerns his appointment.**

### **5. Adherence to the Code of Conduct by a New Trustee**

Brian asked Justin if he had had time to review the Code of Conduct, a copy of which had been given to him on 24 January 2014 and if he was prepared to adhere to this binding contract between the Trustees. He pointed out that new Trustees had the choice to accept or reject this contract upon appointment but that the contract continues to bind all continuing Trustees.

Justin said that he had reviewed the Code and that he was prepared to sign the documents to confirm his adherence to this contract.

### **1402-001 Paul presented the Deed of Adherence of a New Trustee to the Code of Conduct to Justin who then signed these documents.**

### **6. Catherine Twinn's Letter to the Trustees re Trustee Duties, 20 January 2014**

Brian pointed out that items 5a Catherine's Letter, 5b Trustees Letter to Catherine and 5c Opinion of Doris Bonora in the Dropbox referred to this agenda item. Brian pointed out that Catherine had a different opinion than the other Trustees and the Trusts' legal advisors about the interpretation of the Decision of Justice Thomas on Application of the Public Trustee, 6 June 2012. A hyperlink for the document is shown below:

[<http://www.sawridgetrusts.ca/upload/files/1/docs/Decision%20of%20Justice%20Thomas%20on%20Application%20of%20the%20Public%20Trustee,%20120612.pdf>].

Brian also pointed out that the Trustees were concerned because Catherine's letter to the Trustees had been widely circulated to persons outside the Trusts and may have done damage to the Trusts' present Application for Advice and Direction before the court. He stated that, in the opinion of the Trusts' legal advisors, a Trustee cannot act as a trustee individually but needs majority support in order to act as a Trustee.

Roland stated that he was concerned about the last paragraph of Catherine's letter which contemplates going to court. He stated that he feels that this is a conflict of interest as far as the remaining Trustees and advice of the Trusts' legal advisors are concerned and is also a violation of the Code of Conduct.

Roland continued that if Catherine was going to proceed with her court action against the remaining Trustees that she should resign as a Trustee first. He stated that the remaining Trustees had a different view on the interpretation of Justice Thomas' decision and that he hoped that there was a way that this could be dealt with more appropriately. Catherine asked Justin if he were still willing to meet with her individually. Justin stated that he was willing to meet with Catherine pending his availability.

The Trustees discussed the various avenues of action available to them.

Brian stated that he thought that the Trustees need to make a decision about what to do. There is obviously a major divergence of interpretations on Justice Thomas' Decision with Catherine. The last paragraph of Catherine's letter talks about Catherine filing an Application for Advice and Direction. Catherine needs to clarify to the other Trustees, one way or another, whether she plans to file an application to the Courts or not.

## Trustee Meeting Minutes, 25 February 2014

Catherine stated that if the Trustees fail to resolve the issues she feels are on the table she will need to do something. Other Trustees raised the point that they felt that the conflict posed by Catherine's letter and the matter of the transfer of the Trusts' assets to the new set of Trustees needed to be resolved before they could deal with any other issues.

Brian pointed out that the Trustees' concerns about the need to deal with issues lead back to the Code of Conduct. He noted that Justin has signed on to the Code. He reviewed Section 5 of the Code:

In order that the decision-making process be fair and effective, it is crucial that communication among Trustees be fair and effective. Therefore, the Trustees shall act in accordance with the following principles:

- (a) **Cooperation:** Trustees shall collaborate to serve the best interests of the beneficiaries.
- (b) **Tolerance:** each Trustee should seek to fully understand the views and values of the other Trustees in the best possible light and consider whether those views and values might be usefully adopted to guide the ongoing deliberations of the Trustees.
- (c) **Inclusion:** Trustees shall use their best efforts to include all Trustees in their deliberations so that each Trustee feels that he/she had a meaningful opportunity to contribute to the discussion and that his/her views and values were given fair and full consideration.
- (d) **Compassion:** each Trustee recognizes that the other Trustees are human beings with their own weaknesses and capable of making mistakes. The Trustees agree to show patience, and provide mentorship and caring for each other.
- (e) **Relationship:** the Trustees recognize that people live in complex and essential webs of relationship and acknowledge that decisions and actions of individuals and the community unavoidably affect each other. The Trustees shall seek to make their decisions in ways that positively strengthen their relationships and in ways that promote the best consequences for the beneficiaries.
- (f) **Honesty in Communication:** Trustees must be fair, open, truthful and sincere when dealing with each other and shall all times avoid attempts to deceive or mislead each other.
- (g) **Fair Procedures:** the Trustees agree to proceed with their decisions in accordance with known and fair procedures.
- (h) **Assertiveness:** Trustees have an obligation to state their views and concerns openly and clearly for consideration by the other Trustees.
- (i) **Consensus:** where possible, Trustees should work towards unanimous agreement; where unanimous agreement is not possible, Trustees shall try to come to a consensus; where neither of these is possible Trustees shall reach decisions by simple majority. In all cases, once a decision is made by the Trustees it should be respected and followed by all.

## Trustee Meeting Minutes, 25 February 2014

- (j) **Objectivity:** Trustees must base their decisions upon relevant facts and information in a way that is not biased by undisclosed personal feelings or opinions.
- (k) **Transparency:** to the extent possible, the Trustees should be able to articulate their reasons for coming to a particular decision.
- (l) **Peacefulness and Respect:** Trustees have an obligation to be polite, respectful and courteous in their dealings with other Trustees; they agree to deal with each other in a calm and open manner; and they agree to avoid expressions of anger and personal attacks which may disrupt the harmony of the group.
- (m) **Reconciliation:** the Trustees accept that they are morally accountable for their own actions. Where their actions or decisions have, intentionally or unintentionally, caused disharmony, they accept a personal obligation to work towards restoring harmony.

He complimented the group on having had the one of the best conversations that he has been party to in the past 4 years. At the last meeting, Brian had asked everyone to review the Code of Conduct. He stated that he continued to feel that Catherine's letter was not in the spirit of the Code. Brian stated that the Trustees needed to have assurances from Catherine that she would not act again without the permission of all Trustees and that there would not be a repeat of any widely distributed documents. He stated that while Catherine wants to hear from the other Trustees and Brian, she has not answered the question herself. Catherine's letter breaks many rules of governance and doesn't pass the test of professional governance. Catherine needs to know and needs to clearly state that she accepts that fact.

Roland said that in his understanding, confidential items should not be dealt with in the general public. He said that he doesn't know exactly who the letter was sent to. He noted that it breaks Section 6 Confidentiality and Section 3 Communications with Directors and Management of Sawridge Corporations and also the decision-making sections with the threat to go to court without the permission of the other Trustees. Catherine's actions will determine what needs to be done at this table and whether the trustees should adjourn and only deal with 1986 Trust items.

Roland pointed out that the question is not being answered by Catherine is whether Catherine would agree to cease and desist but all that he heard was a qualified maybe. If there is no clear response, maybe what is needed is to invoke Section 8 The Application of the Code of Conduct. Brian said that we should break for lunch. After lunch, the Trustees need a yes or no answer from Catherine that is not conditional. Once an answer is received, then the Trustees will be able to proceed to other processes.

Brian opened the meeting after lunch by saying that the Code of Conduct was being discussed. He pointed out that the Code is not a conditional document so there is no opportunity for invoking extenuating circumstances. These guidelines were developed and approved by the Trustees to govern themselves. When an inappropriate action takes place, it is good to have a discussion about the issues. But it is essential that the principles of the Code be discussed and any breaches addressed in a forthright manner. The Trustees and the Trust's legal advisors have stated that copying the letter and threatening court action is a significant breach by Catherine of the Code of Conduct.

Catherine stated she needs time to consider whether she agrees there has been a breach of the Code of Conduct. She has higher standards and responsibilities as a lawyer that need to

## Trustee Meeting Minutes, 25 February 2014

be taken into consideration when determining if copying the letter may have been a breach of the Code. She asked if the question being considered was a yes or no as to whether she would agree not to send out letters as a Trustee.

Brian stated that the question requires an unequivocal answer and reiterated that the Code of Conduct is not conditional. He said that while Catherine may want to have more time to consider that the Trustees need a firm commitment that there will be no more letters while they consider the question of the breach of the Code of Conduct. He asked again for Catherine to indicate either yes or no.

Catherine stated that she was prepared to answer the question with an unequivocal yes on condition that the Trustees find a better way to address issues.

Roland stated that he was not sure whether the answer was yes since it seems to impose a condition and to accept the condition, the Trustees would need to understand what process is being proposed. He feels that we cannot wait another month to decide on a process but need to decide on that process now.

Catherine stated again that she was giving an unequivocal yes on the assumption that the Trustees will find another way to move forward. Brian stated that the issues raised in the content of the letter are:

1. The Sawridge First Nation membership process
2. The conflict of interest inherent between the First Nation leadership and the Trustees
3. The Trustees hindering the decision of Justice Thomas and
4. Negotiating with the Office of the Public Trustee.

Brian asked what we can do better. Do we need other legal opinions? The Trustees have a fiduciary responsibility to the beneficiaries. How do we resolve the issues and meet these fiduciary obligations?

Roland said that he didn't know how to do this either.

Catherine said that it was not a matter of gathering more information. What is needed is facilitated conversation. She also felt that another piece was a discussion on the "so called separation rule" raised by the decision of Justice Thomas. Based on her research, the Trustees need to separate economics and politics and the Trusts' lawyers' opinions did not seem to be aware of this information. The Deloitte Community Trust model and the Aboriginal and Northern Affairs Canada land claims trust model need to be studied. The Samson Trust has appointed all of its trustees from outside the beneficiary group. Catherine feels that we have never had a conversation on this topic and that we need education on this topic.

Brian pointed out that the Trustees have had discussions on the importance of having a clear separation economics and politics and indeed the current practices and protocols governing the separation of the Trusts and the Companies were working well. Catherine seems to be recommending a similar discussion about the Trusts and the First Nation. He suggested that the Trustees could have a discussion on a set of principles and practices that would mitigate risks.

Catherine asked what risk, what mitigation would be appropriate to our situation. She felt that it was critical to have this conversation because the court raised the issues and she was troubled by these issues. In August 2012, she brought a proposal following Justice Thomas' Decision but this proposal was not accepted. The Trustees have a responsibility to the

## **Trustee Meeting Minutes, 25 February 2014**

Sawridge 'family' and should be able to say to the court that the court's comments have been taken into consideration and this is the response that the Trustees are proposing to take.

Brian stated that we would continue regular business while having this conversation. The discussion may or may not change the way Trustees conduct business and would take time. We do not have the luxury of setting all Trust business on hold.

Brian stated that he does not have the authority to invoke the Code of Conduct but that the Trustees would have to do this before he could act. He stated that we could have a high level discussion on the separation issue to see how it cascades down to some decisions. He needs a letter from a trustee to trigger the Code of Conduct.

Brian stated that he and Paul would go ahead to gather skeleton information and circulate this to the Trustees. The Trustees should also gather and share information.

Paul stated that Justin's appointment is legal with the four Trustees signing the Deed of Appointment. The transfer of assets will be dealt with by the court as per motion 2014-015 passed today unless Catherine signs the Deeds.

Catherine stated that she did not refuse to sign the Deeds simply that she needed time before signing. She felt that we should avoid court action. She also feels that she is disadvantaged by not having direct contact with the Trusts' lawyers and having all communication go through Paul.

Brian restated the points that were under consideration.

1. Beginning a process to understand the principles and the realities of a separation rule.
2. Catherine to meet with Justin to get issues resolved to that she can sign the Deeds of Appointment.
3. Getting the lawyers in to again brief the issue with the Trustees.
4. Triggering the Code of Conduct.
5. Catherine will not send out any more letters as a Trustee while the process is underway.

Bertha stated that unless she misunderstood, the Trustees will go through this process but Catherine will still go to court with her application.

Catherine stated that the court was over our heads regardless. She realizes how uncomfortable this makes people feel but has to do it. If the Trustees fail to deal with this issue it will come back to bite the Trusts.

Brian stated that if Catherine acts against the Trustees, then she will have to resign before proceeding.

Catherine stated that under the Trustee Act she has the right to go to court for Advice and Direction as a sole Trustee. Any trustee can act. Court has the power to remove and replace trustees. Catherine has professional ethical duties and is struggling to meet these.

Brian stated that he will move forward on the process.

### **7. Minutes, 21 January 2014**

Trustees reviewed the minutes of 21 January 2014. Catherine said that she had a few pages of amendments but that she had not made copies for everyone.

## **Trustee Meeting Minutes, 25 February 2014**

**2014-016 Moved by Roland, seconded by Clara that the minutes of 21 January 2014 be tabled until Catherine's proposed amendments can be circulated to the Trustees.**

**Carried, 4 in favour, Justin abstaining because he was not at the meeting because he had not been appointed as a Trustee yet.**

### **8. Scenarios Plan**

Justin asked what the Scenarios Plan was. Brian pointed out that the Trustees were working on a middle and long term plan. That was initially done through the development of a number of scenarios and has since been expanded into a written plan. This plan will be tabled until a later meeting.

### **9. Trusts' Administrator's Report**

Paul presented the report of his activity during the past month to the Trustees.

### **10. Financial Statements**

The financial statements for January 2014 were presented to the Trustees. Paul pointed out that the audit, currently underway, had not yet made the adjustments to the equity amounts used last year as a budget for benefits payments so the benefits section of the Balance Sheet was inaccurate as to totals. The current expenditures were otherwise correct.

**2014-017 Moved by Justin, seconded by Roland that the financial statements for January 2014 be accepted as presented.**

**Carried, Unanimously.**

### **11. Alternate Health Benefit**

Paul presented proposal for an Alternate Health Benefit. He pointed out that few insurance plans cover this type of benefit because it is so hard to control. One alternative is to set up a benefit similar to the Personal Development Benefit that gives beneficiaries a limited amount to spend on that category each year.

Trustees suggested that rather than setting up a new benefit, the Personal Development Benefit should be modified to cover this program.

Paul asked that the Trustees also consider removing the 1/3-2/3 funding formula since it is difficult to work with and often has to be waived since beneficiaries cannot afford to make the 1/3 payment for the program they have selected.

**2014-018 Moved by Catherine, seconded by Clara that the Personal Development Benefit be expanded to include payments for alternative health treatments; that the benefit be expanded to \$2000 per beneficiary and dependant per year and that the requirement for a 1/3 matching amount be paid by the beneficiary be eliminated.**

**Carried, Unanimously.**

### **12. Company Issues**

Brian reported that the Company Board of Directors had held its regular meeting last Friday and that he was in attendance. The AGM, planned for Ft. McMurray on 30 May, will have to be moved because that date is the date for Ft. McMurray's air show and all facilities are



## **Trustee Meeting Minutes, 25 February 2014**

booked. The alternate dates are 12 and 19 June. Roland pointed out that he had a previous engagement on 19 June.

### **1402-001 It was agreed that 12 June 2014 would be the date selected for the Company AGM.**

The AGM will deal with the usual resolution on selecting the auditors, directors and accepting the annual report that will be sent out. Brian asked if there were any proposed changes to the Board of Directors.

### **1402-002 Trustees agreed that there would be no changes to the Company Board of Directors this year.**

Brian said that after the AGM the Directors and Trustees would be meeting to discuss the strategic planning that the Directors have been working on. This will cover staff succession plans, and a conversation on the next 3, 5, and 7 years. The Companies are in very good financial shape.

### **1402-003 The Trustees will have to have a discussion on their investment preferences before the AGM.**

Mike Percy will be doing an economic overview as he did last year. The AGM will be held from about 10:00 AM to 5:30 PM.

The Companies have agreed to provide a bursary honouring Chief Walter P. Twinn through Indspire Awards for Aboriginal students of \$50,000 which will be matched by the Federal Government giving a total of 20 bursaries of \$5,000. These will be awarded in Winnipeg on 21 March. The Companies will review this program and will assess whether they will continue for another 4 years after this year.

Brian handed out an information sheet on Spruceland Properties. He pointed out that the Companies own shares of this publicly traded company and that it has been buying more shares as they come available. This company is a successful property manager and could provide some expertise if the Sawridge Group goes into property development.

The Companies have begun a labour process to recruit foreign labourers in Ft. McMurray since labour is so hard to maintain there. It will take 7-9 months to get to the stage where actual recruitment can take place.

## **13. Meetings Scheduled Between Catherine and Justin**

Brian asked when Catherine and Justin could meet and settle whether or not Catherine will sign the Deeds of Appointment since this affects the 1985 Trust assets because the 1985 Trust required 5 Trustees to operate.

Catherine stated that she wants to get opinions of lawyers and to have an opportunity to consult them because she has not had time since she was away on vacation and did not get the information about Walter's resignation until the last Trustee meeting.

Brian reviewed the process regarding Walter Felix Twin's resignation as a Trustee. The Trustees were informed by email and mail by 8 January, long before the Trustee meeting on 21 January. Paul also submitted a proposal regarding Trustee appointment on the same date. Paul and Brian consulted the lawyers to get the Deeds of Appointment and Resignation developed in time for the meeting and these were included in the DropBox and shared with the Trustees at the 21 January meeting. All the Trustees had the proper information to make a decision at the last Trustee meeting and the fact that Catherine was on vacation from 2 to 22 February 2014 is not a valid reason to not get this business done and jeopardize the Trusts in the interim.

## **Trustee Meeting Minutes, 25 February 2014**

Brian said that Catherine will have until Monday, 3 March 2014 at noon to conclude her meetings with Justin and to inform him whether or not she is prepared to sign the Deeds of Appointment. If not, Paul will be authorized by motion 2014-015 to go to Court to have the assets transferred.

Catherine said that she will give the matter some thought and that she will fulfill her duties. She said that she was the last to know about Walter's resignation. Others disputed this statement.

### **14. Adjournment and Next Meeting**

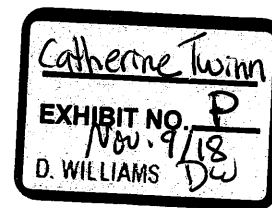
Roland moved that the meeting be adjourned at 3:30 PM. The next meeting will be 18 March 2014 at the Sawridge Inn in Edmonton.

Signed

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Brian Heidecker, Chair





## Trustee Meeting Minutes

Sawridge Inn Edmonton South, Edmonton

15 April 2014

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Justin Twin, Catherine Twinn, Roland Twinn

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

### 1. Opening and Prayer

Brian called the meeting to order at 11:00 AM. The opening prayer was led by Roland.

### 2. Agenda

Brian added 7.1.1 SpruceLand Investment Proposal and 7.1.2 Proposed Property Partnership.

**2014-023 Moved by Justin, seconded by Clara that the agenda be accepted as amended.**

**Carried, Unanimously.**

### 3. Minutes

Brian pointed out that the last three sets of minutes had been revised removing most of the narrative portion of these minutes as the Trustees directed at the last meeting.

***Minutes of 21 January 2014 were reviewed.***

**2014-024 Moved by Roland, seconded by Bertha that the minutes of 21 January 2014 as amended be accepted.**

**Carried, 3 in favour, Justin abstaining because he was not present and Catherine opposed.**

***Minutes 25 February were reviewed.***

A typographic error on pg. 6, paragraph 9 was corrected to read:

"Catherine stated that the court was over our heads regardless. She realizes how uncomfortable this makes people *feel* but has to do it. If the Trustees fails to deal with this issue it will come back to bite the Trusts."

And on pg. 8, the paragraph after 1402-003 should read:

"Mike Percy will *be* doing an economic overview as he did last year. The AGM will be held from about 10:00 AM to 5:30 PM."

**2014-025 Moved by Clara, seconded by Justin that the 25 February 2014 minutes be approved as amended.**

**Carried, 4 in favour, Catherine opposed.**

***Minutes 18 March 2014***

Roland felt that the term "SRDC" under amendments to the agenda in item 2 should be defined as ***"a company wholly owned and operated by the Sawridge First Nation."***

## **Trustee Meeting Minutes, 15 April 2014**

**2014-026 Moved by Roland, seconded by Clara that the 18 March 2014 minutes be approved as amended.**

**Carried, 4 in favour, Catherine opposed.**

### **4. Action Items**

Paul reviewed the outstanding and completed items on the Action Items list.

Catherine pointed out that the Action Items are added by Brian or Paul and that her request for a history of the holding and transfer of assets was not included.

Brian noted that his requests 1403-003 asking that Catherine submit in writing notice that she will withdraw her threat of legal action against the Trustees and 1403-004 asking that Catherine submit in writing notice that she will comply to the Code of Conduct havenot been met.

On items 1403-003 and 1403-004, Roland pointed out that the transfer of assets problem now seems to be preventing the Companies from taking any action on new proposals. He also pointed out that if the Code of Conduct was not effective in controlling the behaviour of Trustees that maybe it should be eliminated.

Brian pointed out that the Code of Conduct is not conditional and not complying would not be in keeping with the spirit and letter of the Code.

### **5. Beneficiaries**

Nothing to report.

### **6. Trust Matters**

#### **6.1 Reports**

##### **6.1.1 Trusts' Administrator's Report**

Paul presented the Administrator's report.

Catherine asked what assessment tool had been used by the Addictions treatment Centre to determine that a beneficiary should be admitted. Paul reported that he did not know.

**1404-001 Catherine asked that Paul inquire with the Treatment Centre as to what assessment tool was used.**

##### **6.1.2 Trustee Reports**

Roland reported that the Federal Government is making a lot of changes on support agreements and Non Insured Health Benefits and that these changes may affect the beneficiaries usage of various benefit programs.

Paul asked whether the Trustees should be considering increasing Great West life coverage to a full-coverage plan rather than the present top-up coverage plan.

Brian asked Catherine about the Indspire event she attended on behalf of the Companies to introduce the Sawridge bursary program for Aboriginal students honouring Chief Walter P. Twinn developed by Catherine, Gerry St. Germain and Brian Heidecker. Catherine stated that the bursary had yet to be matched by the Federal Government and that when it was the bursary program would be officially announced. Brian pointed out that the Companies were prepared to fund the program for another four years and that this would complete the "Honouring Walter" project undertaken by the Sawridge Companies and Trusts.

## Trustee Meeting Minutes, 15 April 2014

### 6.2 Sawridge Trusts' Strategic Plan

### 6.3 Legal

#### 6.3.1 Application for Advice and Direction for Asset Transfer

Brian reported that Doris Bonora, Paul and he had appeared before Judge B.A. Browne on 9 April 2014 on behalf of the Trustees and that Catherine Twinn had appeared on her own behalf as a Trustee and not as a lawyer.

Doris presented our request to have the assets transferred. Catherine requested that the case be referred to a Special Session before Judge Denny Thomas. She referred to issues contained in Sections 11, 22, 23, 24, 25, 27, 27, 29, 43, and 45 of Judge Thomas' findings dated 12 June 2012 as well as the fact that there are four Sawridge First Nation elected officials as Trustees. She also stated that Justin's beneficiary status in the 1985 Trust is in doubt and is solely based on Mike McKinney's opinion. She questioned whether Justin was qualified to become a Trustee of the 1985 Trust. Catherine also stated that she needs legal counsel and advice.

The Judge asked why Catherine hasn't hired a lawyer.

Catherine responded that she needed the financial resources.

The Judge reminded Catherine that the normal practice is to ask for costs and for credible applications judges almost always award them. She also mentioned that judges have the ability to award costs to either side.

Doris emphasized the urgent nature of this application.

Catherine mentioned her schedule of being away parts of April and a large part of May.

The Judge set a firm date for a second hearing on 5 May 2014.

Catherine was advised to have a lawyer and both sides are to present their cases in 20 minutes total or alternatively, the Judge will set a date for a hearing in Special Chambers.

#### **1404-002 Doris Bonora has ordered a copy of the court transcript which will be provided to the Trustees when it is received.**

A discussion among the Trustees ensued regarding how this situation could be resolved. Brian pointed out that he will be presenting Company plans that now bring the asset transfer question to an urgent level. Roland pointed out that the Trustees did not know what Catherine wanted in order to resolve this situation and that he could not sign a letter sent by Catherine to the Trustees dated 19 March 2014 proposing an external facilitator because he did not agree with some parts of the proposal.

Catherine pointed out that Brian has been hired because he indicated that he could deliver process rather than content. She asked what process Brian proposed to solve the stalemate. Brian said that while he had experience with process that could help develop policy alternatives he could not make decisions other than to conduct the Trustee meetings and supervise the work of the Trusts with Paul. He said that the Trustees had given consideration to mediation but felt that mediation was not appropriate for the asset transfer question and especially not when there continued to exist a threat of court action if the Trustees did not meet Catherine's demands.

## Trustee Meeting Minutes, 15 April 2014

Catherine asked for a letter indicating that Trustees were entitled to independent legal counsel from the Sawridge First Nation. Brian stated that costs were available under certain circumstances.

**Moved by Catherine that the Trustees request an independent legal opinion on Justin's status as a member of the Sawridge First Nation and as a beneficiary to the 1985 Trust. No seconder, motion could not be considered.**

Catherine pointed out that she had requested a history of the Trusts' assets from Paul but had not received it. Paul stated that he was uncomfortable with providing a letter detailing the history of the assets of the Trusts since there were some questions about the asset transfer between the 1982 Trust and the 1985 Trust before the court. Paul is concerned that the information remain confidential. As Donovan Waters pointed out, the information received by the Trustees is confidential and cannot be shared outside their meetings. Paul stated that he could give the Trustees a verbal outline of the history of the Trusts' assets at the meeting but, unless directed by all the Trustees to provide the information in writing to Catherine, he would not be providing a written history.

### 6.4 Financial

#### 6.4.1 Financial Statements

Paul presented the Financial Statements for March 2014 pointing out that the audit adjustments in the Balance Sheet had not been made yet.

**2014-027 Moved by Roland, seconded by Bertha that the financial statements for March 2014 be accepted as presented.**

**Carried, Unanimously.**

#### 6.4.2 Bank Signing Authorities and Scotiabank Electronic Banking Authorities

Trustees discussed a proposed motion to change the bank signing authorities to substitute Justin Twin for Walter Felix Twin as a signing authority on behalf of the Trusts and to add Brian Heidecker as one of the signing authorities. Paul also requested that additional Electronic Banking Authorities be added since there are presently only two, namely Clara and himself, and that others may be needed in an emergency.

Trustees felt that adding Brian Heidecker would not be appropriate since that would then allow two non-Trustees to sign on behalf of the Trust. It was felt that at least one Trustee should be authorizing along with Paul.

**1404-003 Trustees felt that those Trustees with computer and internet access should be added to the Electronic Banking Authorities.**

**1404-004 Trustees signed the new banking resolution adding Justin as a signing authority.**

### 7. Company Issues and Chair's Report

Brian presented the Company's proposal to invest in property development and to set up a new partnership to manage this venture along with the Telford Lake developments (See attached Appendices). He pointed out that having the Trustees approve these proposals required that the asset transfer be completed. He asked Catherine if she would be willing to

## **Trustee Meeting Minutes, 15 April 2014**

sign the Deeds at this time. Catherine indicated that she was not prepared to sign the Deeds at this time.

Brian indicated that there was some time urgency to these proposals and that the question of the asset transfer could not be dragged out into June.

Brian reported that the cost of the new hotel in Ft. McMurray would be going up slightly because of construction problems. He also reported that the Companies have applied for the Foreign Workers' Visa program for the Ft. McMurray facilities.

### **8. Closing and Next Meeting**

Brian noted that the AGM, scheduled for 12 June in Ft. McMurray will now be held at the Aurora Hanger at the Edmonton International Airport. If the Trustees want to visit Ft. McMurray, John MacNutt and Ralph Peterson will arrange it at some other time.

The next two scheduled Trustee meetings will be 17 June and 16 September.

The meeting was adjourned at 6:00 PM. Roland closed with a prayer.

Signed

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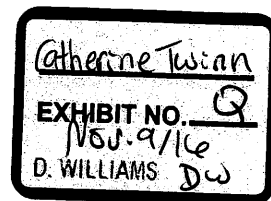
Brian Heidecker, Chair



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## Trustee Meeting Minutes

Sawridge Inn Edmonton South, Edmonton

10 June 2014

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Justin Twin, Catherine Twinn, Roland Twinn

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

### 1. Opening and Prayer

Brian called the meeting to order at 10:05 AM. The opening prayer was led by Roland.

### 2. Agenda

The agenda was reviewed by the Trustees.

**2014-029 Moved by Clara, seconded by Roland that the agenda be accepted as amended.**

**Carried, Unanimously.**

### 3. Minutes, 15 April 2014

Roland pointed out that under number 4. Action Items, the end of the third paragraph should read "...that she will comply to the Code of Conduct *have not* been met." Brian pointed out that this is not a substantive correction.

**2014-030 Moved by Justin, seconded by Clara that the minutes of 15 April 2014 be accepted.**

**Carried, 4 in favour, Catherine opposed.**

### 4. Action Items

Paul reviewed the outstanding and completed items on the Action Items list. There were no questions from the Trustees.

### 5. Beneficiaries

Nothing to report.

### 6. Trust Matters

#### 6.1 Reports

##### 6.1.1 Trusts' Administrator's Report

Paul presented the Administrator's report. There were no questions from the Trustees.

##### 6.1.2 Trustee Reports

Trustees had nothing to report.

#### 6.2 Sawridge Trusts' Strategic Plan

Brian handed out a chart produced from the flip charts of the 21 August 2012 meeting on Succession Planning options. The Trustee minutes of the 21 August 2012 meeting were also provided along with notes from various legal documents on Trustee succession prepared by Paul and a list of desired skills for new Trustees developed by the Trustees from that meeting.

## Trustee Meeting Minutes, 10 June 2014

Trustees reviewed the Succession Plan schematic. Trustees discussed the various proposals from this 21 August 2012 schematic. Trustees suggested the following ideas on the succession plan:

- Should not be using a professional recruiter to select Trustees since Trustees are selected from the Sawridge membership.
- The majority of the candidates should be beneficiaries.
- Chief and Council should be involved since they are making decisions concerning the Sawridge members.
- Need to develop a staging approach to develop the skills of beneficiaries to become Trustees.
- Need to clean up matters in-house before appointing any external candidates.

Brian suggested that perhaps a skills matrix could be developed for the Trustees consideration at the September meeting along with a rating scale so that Trustees could review various options, including training, before appointing new Trustees.

**2014-031 Moved by Roland, seconded by Clara, that a draft Trustee's skills matrix and rating system be developed that is inclusive of internal or external candidates be developed for the September Trustee meeting. Carried, Unanimously.**

### 6.3 Legal

#### 6.3.1 *Application for Advice and Direction for Asset Transfer*

Brian reported that the draft agreement that was being negotiated with Catherine Twinn to get her to sign the transfer of assets was not completed and that the decision was made to proceed with a court hearing.

Brian also reported that at the court hearing Justice Nielsen had granted an order transferring the Trusts' assets in an order filed 20 May 2014. He also advised that legal counsel for the Companies had filed resolutions for and issued new share certificates in the names of the five Trustees in joint tenancy.

#### 6.3.2 *Application for Advice and Direction for Beneficiary Identification*

Paul reported that he had been examined by Janet Hutchison, counsel for the Office of the Public Trustee on 27-28 May 2014 and that Marco Poretti had begun the examination of Elizabeth Poitras, an affiant in the current Application on 29 May 2014, but that the examination had been adjourned when Janet Hutchison objected on a point of privilege to the evidence that Marco was introducing. Out legal team and Janet Hutchison are now working out their views on the question of privilege and trying to come to an agreement on how to proceed.

**1406-001 Copies of the transcripts of the two examinations will be shared with the Trustees by Paul as soon as they are received.**

The examination of Paul resulted in a number of Undertakings, many of which will involve getting information from the Sawridge First Nation. Roland noted that these Undertakings may result in significant costs for the First Nation and wondered if the Trusts who would pay for these costs.

## Trustee Meeting Minutes, 10 June 2014

Paul pointed out that the Trustees had made a previous decision to cover the First Nation's legal costs associated with the Trusts' Application for Advice and Direction and that that decision still stood (Minutes 2012-014, 2013-029).

- 1406-002 Paul will provide the Trustees with a copy of the draft list of undertakings from the 27-29 May 2014 Examinations.**
- 1406-003 Paul will provide Trustees with a copy of the draft Confidentiality Order to protect some of the potential beneficiary and membership applications information that may be provided in the undertakings.**
- 1406-004 Paul will provide Trustees with copies of the opinions on questions of privilege raised in the Examinations.**

### 6.4 Financial

#### 6.4.1 Financial Statements

Paul presented the Financial Statements for April and May 2014 pointing out that the audit adjustments in the Balance Sheet had not been made yet.

- 2014-032 Moved by Clara, seconded by Justin that the financial statements for April and May 2014 be accepted for information only.**  
**Carried, Unanimously.**

#### 6.4.2 Computer Budget Supplemental

Paul presented a supplemental budget to upgrade the computer system for the Trusts Office. Trustees proposed that Paul investigate moving the entire system to a Canadian-based, cloud operating system. Paul should investigate possible long-term savings and security risks of a cloud-based system.

- 2014-033 Moved by Catherine, seconded by Justin, that Trustees approve in principle the possibility of a Canadian-based cloud IT operating system.**

**Carried, 4 in favour, Roland abstaining because he wants to see actual operating costs and security risks before proceeding.**

## 7. Company Issues and Chair's Report

### 7.1 Company Update

Brian noted that the Companies AGM would be held at the Aurora Partners office on Thursday, 12 June 2014 at 12:15 PM beginning with lunch and followed by the AGM. After the AGM, Mike Percy will do an economic update. John MacNutt will not be present because of a death in his family so Ralph Peterson will present an overview of the Companies. All Trustees confirmed that they had received the Companies financial report and the agenda of the meeting. Brian asked if there were any questions on the AGM agenda.

Catherine asked if there would be discussion of the policies that had been approved by the Trustees in 2010-2011 on Aboriginal Retention and Corporate Culture.

- 1406-005 Paul will research the policies presented by the Trustees to the Companies and will provide the decisions to the Trustees. (Note: No policies were found)**

## Trustee Meeting Minutes, 10 June 2014

### 7.2 *Capital Decisions of the Trustees on Company Investments*

Trustees reviewed Catherine Twinn's letter to Brian Heidecker, 1 May 2014, regarding the lack of need for Trustee approval of Company investments, noting that, in her view, Trustees had never had to approve previous Company investments. A legal opinion from Davies Ward Philips and Vineberg, 3 June 2008 on *Obligations of Trustees Holding the Controlling Shares of Corporations, and Obligations of Corporations to Their Shareholders*, indicated that Trustees must be vigilant of their investments. Brian pointed out that all recent major Company investments had been approved by the Trustees.

**1406-006 Paul to provide copies of all the Company investment decisions made by the Trustees since 2009.**

### 7.3 *Slate of Directors 2014*

**2014-034 Moved by Roland, seconded by Catherine that the Trustees, acting as the sole shareholder of Sawridge Holdings Ltd and 1649183 Alberta Ltd approve a roster of Directors for 2014-2015 which includes: Ralph Peterson, Chair, Keith Anderson, The Honourable Gerry St. Germain, Ron Gilbertson and Michael Percy.**

**Carried, Unanimously.**

### 7.4 *Company Auditors for 2014*

Roland suggested that the Companies should consider calling for proposals to select auditors.

**2014-035 Moved by Catherine, seconded by Clara that the Trustees, acting as the sole shareholder of Sawridge Holdings Ltd and 1649183 Alberta Ltd approve Deloitte LLP as the auditors for 2014.**

**Carried, Unanimously.**

### 7.5 *Director Resolutions to Re-issue Share Certificates*

The Director's resolutions to re-issue share certificates for Sawridge Holdings Ltd and 16949183 Alberta Ltd in the names of the current trustees were presented for the Trustees information.

### 7.6 *Company AGM 12 June 2014*

Brian asked how many Trustees would be attending the AGM. Bertha, Catherine, Justin and Roland indicated that they would be attending. Clara was unable to attend.

### 7.7 *Company Proposals*

Brian presented the latest Company proposal to form a new property partnership and to enter into a partnership with Spruceland to purchase a building built for Bradken Canada Ltd.

Catherine asked if the new properties partnership meets the same tests Donovan Waters recommended in his 30 August 2012 opinion on the hotels' partnership. Brian indicated that there was no change to the General Partnership Agreement and that the new partnership met the same requirements as the previous hotels' partnership.

Catherine asked when the Spruceland shares were transferred from the Sawridge First Nation to the Trusts.

## Trustee Meeting Minutes, 10 June 2014

**1406-007** Brian will check with John MacNutt when the Spruceland shares were transferred from the Sawridge First Nation to the Trusts.

**2014-036** Moved by Clara, seconded by Bertha, that the Trustees of the Sawridge Band Inter Vivos Settlement and the Sawridge Trust approve the establishment of Sawridge Properties Limited Partnership by the Sawridge Group of Companies, such entity being owned in equal shares by the limited partners, Sawridge Holdings Ltd and 1649183 Alberta Ltd with Sawridge Management Corporation as the General Partner.

Carried, Unanimously.

**2014-037** Moved by Roland, seconded by Clara that the Trustees of the Sawridge Band Inter Vivos Settlement and the Sawridge Trust approve in principle the purchase of the "Bradken Canada Ltd" purpose built building from Redco Construction in equal partnership with SpruceLand Properties Inc for the sum of \$14,925,000 (25% cash down payment of \$3.7 million, \$1.9 million from Sawridge, and 75% financing of \$11.2 million repayable equally with SpruceLand.

Carried, Unanimously.

### 7.8 NATOA AGM

Brian reported on the NATOA AGM that he attended in Vancouver at the end of May. There were about 250 people in attendance. The meeting and the presentations by the young indigenous volunteer board were very professional. In 2013, NATOA had 162 members; in 2014, the number of members has risen to 323, 46% from Alberta. The 2015 AGM will be held in Calgary and Brian urged all Trustees to attend.

Brian pointed out that many of the issues that indigenous trusts are working on, the Sawridge Trusts instituted 30 years ago including establishing the certainties of the trust, membership control, the importance of record keeping, communications, the appointment of trustees and the role of Chief and Council. A PowerPoint presentation was included in the Trustee package and Brian urged Trustees to review this information.

**1406-008** Brian will make the NATOA AGM documents available in the Dropbox for Trustees.

### 8. Closing and Next Meeting

The next meeting will be Tuesday, 16 September 2014 at the Sawridge Inn-Edmonton South. Trustees were reminded of the funeral for John MacNutt's son on Tuesday, 17 May 2014 at 3:00 PM.

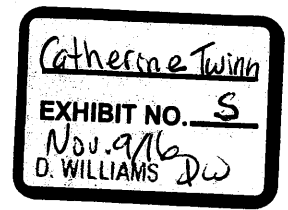
Roland closed the meeting with a prayer at 4:00 PM.

Signed

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Brian Heidecker, Chair





**The Sawridge Band Inter-Vivos Settlement Trust**  
**February 24, 2005**  
**MEETING MINUTES**

**DATE:** February 24, 2005

**TIME:** 1:00 p.m. to 5:00 p.m.

**LOCATION:** Sawridge Band Office, Slave Lake

**PRESENT:** Catherine Twinn (Chairperson)  
Roland Twinn  
Clara Midbo  
Bertha L'Hirondelle Twin  
Walter F. Twin  
Peggy Ward  
Deana Morton  
John MacNutt  
Bill Kostenko

**REGRETS:** Deana Morton

**MINUTES:**

- The Trustees reviewed and approved the revised minutes of the January 13, 2005 meeting. Motion by Clara, seconded by Roland – all agreed.
  - The Trustees reviewed and approved the agenda for this meeting.
  - The Trustees agreed to review and approve the previous unapproved minutes. Guy and Clara will provide their revisions to Catherine. Catherine will then advise Bill on revisions at this point they will be in a position to be approved at the next meeting.
- 1. Action Item: Bill to resend the previous unapproved minutes to the Trustees (Guy, Clara, Catherine).**

**Hotel**

- John presented a Hotel restructuring plan to the Trustees.
- The plan contemplates the creation of a Limited Partnership with Enterprises continuing to manage and operates the Hotels as today.



## **The Sawridge Band Inter-Vivos Settlement Trust**

**February 24, 2005**

### **MEETING MINUTES**

- The updated valuation of all the Hotels is approximately \$42,300,000 as a result of appraisals dated December 2004.
- A total of \$7,200,000 of outside bank debt exists resulting in a net value of approximately \$37,500,000. When one reviews the debts of the two Trusts, each Trust has approximately \$17,500,000 of debt outstanding against the Hotels.
- As a result, the proposal is to create an income trust which is 50% owned by Intervivos and 50% owned by Sawridge Trust.
- **Net Benefits** (i) Eliminates all inter Trust Debt and (ii) develops a tax structure where the income earned is earned on reserve by the individual trusts (iii) Preserves losses to be used in the future.  
Management has sought tax advice on this proposal from Price Waterhouse Cooper and reviewed with Deloitte and Touche. Both groups believe it is a good approach and can be implemented.

#### **Action Items:**

2. Next Step is to review this structure with Trust Lawyers Tim Youdan to determine if it is an appropriate transaction from a Trust point of view.
3. Mike McKinney to provide a memo on how the \$17,000,000 debt from 352 to Holdings was incurred.
4. Is the debt all pari pasu or is there any priority? John MacNutt to advise.
5. Mike McKinney to document why Fort McMurray was purchased in the Intervivos Trust.
6. Will affiliation status change if the Trustee or Director Composition is not identical in both Trusts.
7. Should the Trustees rely on Constitutional Law or use the Treaty and the Statutory rules in determining their tax strategy?
8. What is the strategy to utilize the preserved losses in the future?

#### **Retainers**

- Retainers to be updated for key consultants.

**The Sawridge Band Inter-Vivos Settlement Trust**  
**February 24, 2005**  
**MEETING MINUTES**

**Action Items:**

9. Beringer Capital, John MacNutt, Davies Ward & Beck, and Twinnlaw to provide a retainer including scope of work, time frame, objectives and budget.
10. Bill to provide a copy of the resolution on retainers and their scope to each group above.

**Jasper**

- Pat McAlister has been retained by Mike Casio as new counsel. Casio offer of ten months, Sawridge countered with seven months, Casio then countered with nine months.
- General agreement is to settle with Mike Casio for up to nine months and get a release from Mike and acknowledgement on residence release from Anna.

**Update on Truck Stop Feasibility**

- Shell has provided a proposal to brand Truck Stop as Shell and move the Slave Lake Card Lock Facility to the Truck Stop.
- In order to proceed, a Phase II environmental review of the site.
- The Truck Stop needs a more effective manager to run the overall operation.
- The individual units including Restaurant, C Store, and Gas Bar are performing pretty well.
- Tire Shop needs to be improved or leased out to an operator.
- UAP should likely be shut down. Consider private operator for Truck Stop.
- Options include closing down Greyhound and leasing the space or developing a value added food service outlet like Dairy Queen.
- Consider recruiting a new overall Manager to run the overall truck stop.

**The Sawridge Band Inter-Vivos Settlement Trust**  
**February 24, 2005**  
**MEETING MINUTES**

**Action Items:**

- 11. John MacNutt to move forward with the next stage of the review including developing a more detailed cost estimate for the redevelopment.**
- 12. A steering committee of Guy, Bill, and Bertha to provide direction and oversight. Involve Suchile and Arlene in the redevelopment process.**

**Norstar Industries**

- Investment opportunity for the Trusts.

Invest \$700,000 in Sub Debt	13% interest 36 month amortization
\$300,000 in Equity	25% of the Company
  - Prepared to develop a joint venture with Sawridge for the "fine" business in Slave Lake.
  - Current Fine Business is \$1.0 M in revenue and a pretax profit of \$200,000 annually.
  - The Trustees have agreed to move to the next step including due diligence of the business.
- 13. Action Item: John MacNutt to move forward including due diligence, further negotiations and develop a final recommendation for this investment.**

**Strategic Planning Committee**

- March 23 and 24 in Edmonton – Combined with Trustee Meeting.
- Roland Nimmo is prepared to act as a Director of the Company.

**Action Items:**

- 14. Bill to develop an agenda for the Strategic Planning Committee Meeting, develop an agenda of potential opportunities, Board of Directors recommendation and action plan.**
- 15. Bill Kostenko to develop a briefing memo on the Board of Directors action plan to be discussed at the next Strategic Planning Committee Meeting.**

**The Sawridge Band Inter-Vivos Settlement Trust**  
**February 24, 2005**  
**MEETING MINUTES**

**Sawridge Energy**

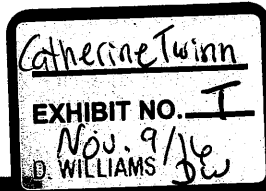
- Fractional Ownership still not complete.
- Consider advertising in Trade Journals or posting at the airport. Only three units committed to date. Paperwork in progress.

**Trustees in Training**

- Put on the Strategic Planning Committee.
- 16. Action Item: Get feedback from Deana and Peggy on their take on the meetings and desire to move forward. Discuss next steps with Bertha and Walter Felix.**

**MEETING ADJOURNED**





**The Sawridge Trust**  
**Thursday August 25, 2005**

*Mayfield Inn, Edmonton, Alberta*

**MINUTES**

**Present:**

Mr. Roland Twinn	Chair
Ms. Catherine Twinn	Trustee
Ms. Clara Midbo	Trustee
Ms. Bertha L'Hirondelle Twin	Trustee
Mr. Walter F. Twin	Trustee
Ms. Peggy Ward	Trustee – in – Training
Ms. Deana Morton	Trustee – in – Training
Mr. John MacNutt	Chief Executive Officer – Sawridge Holdings
Mr. Jason Reimer	Chief Executive Officer – Sawridge Hospitality
Mr. Bill Kostenko	Advisor

**1. Sawridge Enterprises Update – Justin's Report**

Shell contract for \$124,000 Contract to Sawridge Enterprises to explore and develop a plan for a new hotel. Division is \$100,000 to Smart Design for design Subcontractor and \$24,000 to Sawridge to develop strategy for the new hotel facility in Fort McKay.

Shell desires that Fort McKay owns the property and Shell will sign a ten year lease with Fort McKay for the property.

**2. Enterprise Rent-a-Car**

Enterprise Rent-a-Car needs a new facility in Fort McMurray. They require 2,500 square feet including wash bay, they will sign a long term lease.

Sawridge could build and lease back to Enterprise.

## 6. Decision Making

Review the consensus decision making process and determine how it may apply to Sawridge and establish a decision process for this group.

- 1 - Decision making process.
- 2 - How to bring closure to discussions.
- 3 - Decision making criteria.
- 4 - Decision making roll of Trustees in Training.

### 1 - **Decision making process.**

Ask one individual to commence and provide their view on an issue and a decision. The move to the left and everyone must speak to all for about two minutes. The circle will continue until no one has anything further to say.

If no one has more to say, a natural place exists to make a decision and have a vote.

The group must now respect and honour the decision once that decision has been made.

### 2 - **Closure to discussions.**

Chair/Facilitator is supposed to bring closure to a discussion if there is no further new points coming from the group.

### 3 - **Decision making criteria.**

Majority decision making will be the criteria.

Guy – Majority of Trustees – Consider a higher four out of five but willing to abide by Trust document.

Walter Felix – Majority Rules

Peggy – Majority of Trustees – abide by Trust document

Bertha – Majority of Trustees – abide by Trust document

Deana – Majority of Trustees – abide by Trust document

Clara – Majority of Trustees – abide by Trust document

Catherine – Majority of Trustees – abide by Trust document

#### **4 - Decision making roll of Trustees in Training.**

All in favour of having the Trustees voting on major decisions subject to legal advice. Does this make them Trustees from a legal point of view?

#### **IV. Action Item: Bill Kostenko to review the legal liability of Trustees in Training if they participate in the formal voting process.**

#### **7. Mexico Update**

Summary of Conference call Mr. Rizzuto – 20 Year history in Mexico

- Current property is 495 Rooms / Partnership with Tranact.

- Relationships are very important in Mexico
- Local partners are important
- Will consider Equity partner in his new properties in Maya and Dominican Republic – Finance 40% to 60 % Scotiabank
- Target return is 15% to 20% scheduled to open November 1, 2007
- Price of land is inflated and difficult to purchase and finance, lack of good properties available in Maya.
- Cost to build \$110 / door for a 4 ½ star – 500 rooms total project is \$60M. Land cost alone is \$20K to \$25K per door.

#### **8. Review of Retainer of CEO**

John MacNutt reviewed his original retainer and he reported that generally all key activities have been completed.

#### **Action Items:**

- V. John to develop a report on the progress of the March '03 objectives and his completion of his objectives.**
- VI. John to outline his scope of authority and role in the future as CEO including key future objectives.**



The Sawridge Trust Meeting  
August 25, 2005

Proposal to engage David Simmonds as Consultant to review organization and governance framework of the Corporation and the Trusts (see attached proposal terms).

In developing the role of the CEO considerations are as follows:

- Develop a plan for the future for Sawridge and match this objective to Sawridge needs to accomplish these future objectives.

Threats and opportunities still exist for Sawridge and its businesses like the Truck Stop, Slave Lake mall.

- Board of Directors implementation plan is now stalled. General agreement on whether we dedicate a single day to finalize the Board Structure / with or without an outside facilitator.
- Target to have a new Board of Directors in place by early January '06.

**Action Plan**

Dedicate a day to develop the Board Implementation Plan.

**VII. Action Item: Bill to provide a status report on the Board of Directors implementation plan and the Trustee Handbook.**

Agreement to invite David Simmonds to the next meeting of the Trustees.

**VIII. Action Item: Catherine to contact David Simmonds and arrange his meeting.**

**9. Agenda September 7, 2005 Meeting**

- 1) CEO report on March 2003 objectives and proposed roles and responsibility and criteria for evaluation of performance.
- 2) Board of Directors Implementation
- 3) Mexico project results of poll – next steps
- 4) Evaluation of Management, Advisors, and Trustees
- 5) Beneficiary program

**10. Evaluation of Trustees**

The group agreed to an individual evaluation as to the effectiveness of the Trustees by an outside individual who will develop an evaluation process and implement the process for the evaluation of Trustees. A similar process will be developed for Management and the Advisors as outlined by the following scope of work. (Email from Catherine for scope of work not received).

The group wanted to set a meeting date dedicated to the Beneficiary Programs. Date is to be set in the next meeting.

**MEETING ADJOURNED**

**List of Action Items for Follow Up:**

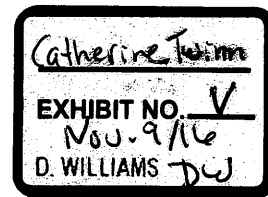
- I. Jason to develop an analysis and recommendation on the enterprise car rental opportunity in the next month.
- II. Jason to finalize the opportunity and report back regarding conversion of Sweet Grass.
- III. Management to settle this dispute with Anna Casio.
- IV. Bill Kostenko to review the legal liability of Trustees in Training if they participate in the formal voting process.
- V. John to develop a report on the progress of the March '03 objectives and his completion of his objectives.
- VI. John to outline his scope of authority and role in the future as CEO including key objectives.
- VII. Bill to provide a status report on the Board of Directors implementation plan and the Trustee Handbook.
- VIII. Catherine to contact David Simmonds and arrange his meeting.



## Special Trustee Meeting Minutes

Sawridge Inn Edmonton South, Edmonton

12 August 2014



**Attendees:** Bertha L'Hirondelle, Justin Twin, Catherine Twinn, Roland Twinn

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator

**Recorder:** Paul Bujold

### 1. Opening and Prayer

Brian called the meeting to order at 12:30 PM. The opening prayer was led by Roland.

### 2. Remembering Clara Midbo

Brian noted that Clara passed away one month ago and that, as we gather to appoint a Trustee to replace Clara, it was fitting that we remember her. Brian noted that he found Clara an interesting lady, gracious, charming, trustworthy, tolerant, dedicated to others, analytical, fair, considerate, politically savvy, eloquent when needed but shy, a big picture thinker, a perfect grandma, wise counsel and a good friend. He asked if others wanted to make any comments.

Roland noted that he will miss Clara's quiet strength and that it will be tough to fill her position. He said that Clara gave him quiet counsel.

### 3. Agenda

The agenda and supporting documents were sent out by registered mail and email to everyone.

**2014-038 Moved by Justin, seconded by Bertha that the agenda be accepted as presented.**

**Carried, Unanimously.**

### 4. Trust Matters

#### 4.1 Appointment of a New Trustee

Paul reviewed his memo to the Trustees outlining the conditions set out in the Trust Deeds for the appointment of a trustee. Brian asked for the guidance of the Trustees on how they wished to proceed with the appointment.

Roland noted that he was not comfortable appointing a non-beneficiary as a trustee at this time because there were too many legal issues and internal matters that needed to be resolved first and that an outsider would not understand. The choices from among the beneficiaries are also limited. Perhaps the Trustees should consider one of the previous Trustees-in-Training, Margaret (Peggy) Ward or Deana Morton, as possible candidates.

Justin noted that he had given the matter a lot of thought but has no suggestions. He noted that he did not want to appoint anyone who will have to go through the problems he faced getting appointed as a Trustee. Justin is also not comfortable with an outsider at this time until outstanding legal matters are resolved. He also noted that at least the previous Trustees-in-Training had had some preparation and resources to deal with being a trustee.

Bertha thought that Peggy Ward would be a good choice because she is beneficiary of both the 1985 and 1986 Trusts and has been a long-standing member of the Sawridge

## Trustee Meeting Minutes, 15 April 2014

First Nation even though she married in. Bertha had called Margaret to see if she would be interested. Margaret told her that she would be honoured to be considered.

Catherine handed out a proposal that she had prepared for the Trustees. She noted that there were two résumés attached, one for June Sayers, a First Nations woman living in Victoria, BC who is highly regarded and who has experience as a chief, and is presently the National Economic Development Chair at the Faculties of Business and Law at the University of Victoria, and one for Victor Leginsky, a mediator and arbitrator with law experience presently living in Dubai but planning to move back to Edmonton area. Catherine also prepared a Trustee skills matrix. She feels that the Trusts need to have these skills and that having these skill sets will position the Trusts well into the future and is best for the beneficiaries present and future. The proposal also includes a process to have a recruitment team to recruit a new Board of Trustees. She recommends that all the current Trustees be replaced immediately. Bios for the members of the recruitment team were attached to the proposal.

Roland asked if the proposal envisioned a Board made up of all outside trustees.

Catherine answered that a Board should be built that is best suited to the needs of the Trusts. The Board could include current Trustees and other beneficiaries.

Justin noted that the Trust Deeds do not presently permit a Board that is entirely made up of non-beneficiaries. He feels that the maximum number of trustees should be beneficiaries.

Roland stated that he is not willing to give up the Trustees responsibility to appoint trustees as set out in the Trust Deeds.

Catherine stated that she is not recommending a non-beneficiary Board.

Brian noted that if the Trustees wanted to appoint all non-beneficiaries then the Trust Deeds would have to be varied.

Catherine asked what changes would need to be made.

Paul noted that Donovan Waters had begun working on a revised set of Trust Deeds before our Application for Advice and Direction.

Catherine stated that the Trust Deeds needed substantial changes and that she has developed a lengthy check list of the needed changes that better reflect the needs of the Trusts to manage the close to \$210 million in assets likely by 2015. She noted that her proposal recommended involving people with significant experience in First Nations' trusts and who could grow the Trusts. She asked if the changes to the Trust Deeds could be accomplished using the 80% beneficiary approval rule or if the Deeds would need to be amended through a Court Application.

Brian reminded the Trustees that the business of the meeting was to fill the current vacancy on the Board of Trustees. He pointed out that there were in reality, three proposals on the table, one to appoint Peggy Ward or Deanna Morton, a second to appoint Jane Sayers or Victor Leginsky as a new Trustee and the third to hire a recruitment team empowered to identify at least two outside Trustees and possibly replace the entire Board of Trustees.

Roland felt that it was not necessary to appoint outsiders at this time and that beneficiaries would not support this move. The outsiders could be hired as consultants if needed. He also felt that the Trust Deeds could not be varied until the present Court Application was completed so that we can identify the beneficiaries of the 1985 Trust.

## Trustee Meeting Minutes, 15 April 2014

Justin felt that Catherine's proposal was trying to build a Board of Trustees to supervise the Board of Directors. He did not feel comfortable appointing outsiders to the Board until he had a chance to consult the beneficiaries.

Bertha pointed out that beneficiaries would not accept the appointment of outsiders. She said that many of the beneficiaries did not understand the Trusts and would need to be consulted before outsiders were appointed.

Justin stated that Catherine's proposal was something that the Trusts could possibly work toward over the next few years while the matter of identifying the 1985 Trust beneficiaries was resolved and beneficiaries were informed of the history of the Trusts. He noted that there has been a lot of change in the Trusts in the last 10-15 years and that beneficiaries need to be consulted. He felt that it was premature to deal with Catherine's proposals today.

Brian noted that the Trustees have set in motion a number of activities that needed to be seen to their conclusion, e.g., identifying the beneficiaries, accounting to the beneficiaries and consulting the beneficiaries on the current and future benefits.

Catherine stated that the engagement of the beneficiaries was not precluded by having three beneficiary Trustees and two outside Trustees. She stated that she agrees that an engagement and communication strategy should be implemented for the beneficiaries. The beneficiaries would welcome an open, fair, accountable process based on skills, qualities and diversity. She felt that the recruitment team could connect with all the beneficiaries. She felt that the skills matrix, especially diversity factors (representing all families) needed to be implemented.

Bertha felt that we should focus on replacing Clara now rather than waiting for a long process.

Roland pointed out that Catherine's proposal could be considered at a special meeting in October and implemented over the next three years after the Court challenges are cleared and that the Trustees should appoint an immediate replacement for Clara.

Brian pointed out that the Trustees needed to do their due diligence on Catherine's proposal having just received it.

Justin agreed with Roland that Catherine's proposal could be considered in the future and implemented as a succession plan over the next two to three years.

Catherine stated that due diligence requires a process and that appointing a replacement trustee today would be foolhardy.

Justin asked how the trustees-in-Training were trained.

Paul stated that, according to the minutes, Trustees-in-Training was a defacto job-shadowing program. Trustees in Training received the full Board packages and attended all aspects of the Trustee meetings. They were not allowed to vote. They were meant to replace existing Trustees but, since no vacancies were imminent, those in training left until they may be needed at a later date.

Roland confirmed that the Trustees-in-Training were meant to replace existing Trustees. He stated that they gained experience and training by attending Trustee meetings as non-voting members.

Justin stated that if these Trustees-in-Training have not been terminated then he was ready to appoint one of them as a replacement Trustee.

## Trustee Meeting Minutes, 15 April 2014

Roland stated that he felt that the Trustees should proceed with appointing a replacement Trustee and that at a special meeting in October the Trustees should consider the other proposal and develop a plan to implement it over the next two to three years. He felt that a term limit of two years should be set on the new Trustee and that Deana Morton or Peggy Ward be chosen. He felt that the proposal would take at least six months to enact.

Brian stated that there were four names under consideration, Judith Sayers, Victor Leginsky, Deana Morton and Peggy Ward. Trustees could choose to appoint a replacement Trustee, not appoint a Trustee at this time and go with Catherine's proposal or appoint a replacement Trustee and review the proposal later.

- 2014-038 Moved by Roland, seconded by Bertha that Margaret (Peggy) Ward be appointed as a Trustee for the 1985 Trust effective 12 August 2014 replacing Clara Midbo who passed away 13 July 2014.**

**Carried, 3 in favour Catherine opposed.**

- 2014-039 Moved by Roland, seconded by Bertha that Margaret (Peggy) Ward be appointed as a Trustee for the 1986 Trust effective 12 August 2014 replacing Clara Midbo who passed away 13 July 2014.**

**Carried, 3 in favour, Catherine opposed.**

- 2014-040 Moved by Bertha, seconded by Justin that the Deed to Limit Term of Appointment of New Trustee to a term of 3 years.**

**Carried, 3 in favour, Catherine opposed.**

- 2014-041 Moved by Justin, seconded by Roland that the new trustee be asked to indicate her adherence by signing on to the existing Code of Conduct contract between the current Trustees.**

**Carried, 3 in favour, Catherine opposed.**

Catherine moved that

- a) The motion approving Peggy Ward's appointment be rescinded and that
- b) the proposal be implemented to appoint the recruitment team and ask them to come forward with a process for trustee succession.

Brian stated that he could not accept clause a) as it was against Parliamentary Procedure since it countered a motion already passed. He asked if there was a second for clause b). There was no seconder. The motion failed.

Paul asked the Trustees to remain until the Deeds of Appointment were signed.

Brian asked Catherine if she would be signing the documents. Catherine said that she would not be signing.

Brian asked Catherine a further two times if she would reconsider and sign the documents since this would mean having to go to Court again to transfer the assets. Catherine stated that she would not sign the documents.

- 2014-042 Moved by Roland, seconded by Justin that if any Trustee fails to execute the Deed of Appointment of Trustees, the administrator of the trust shall take steps to bring the necessary court applications to approve the steps to effect the appointment of Margaret (Peggy) Ward**



## **Trustee Meeting Minutes, 15 April 2014**

**and to effect the transfer of assets from continuing and former trustees to the continuing and new trustees.**

**Carried, 3 in favour, Catherine abstain because involves her previous decisions.**

### **5. Closing and Next Meeting**

Brian adjourned the meeting at 2:30 PM. The next meeting is scheduled for 16 September 2014.

Signed

---

Brian Heidecker, Chair



**MIDBO, Clara Alice**

With heavy hearts the family of Clara Midbo of Sherwood Park, AB announces her passing on July 13, 2014 at the age of 67 years.

Clara is survived by her loving husband, Gordon; her three children: David (Aimee), Denise and Kristina; her eight grandchildren: Svea, Kieran, Tristan, Casey, Ethan, Sydney, Kylee and Kendra; three sisters: Bertha, Frieda and Vera; as well as numerous nieces, nephews, family and friends. She was predeceased by her parents, Paul and Irene Twin; and nine siblings: Pauline, Sam, Peter, Walter, Edward, George, Chester, Richard and Henry.

A Mass of Christian Burial will be held on Monday, July 21, 2014 at 1:00 p.m. at the Our Lady of Perpetual Help Catholic Church, 13 Brower Drive, Sherwood Park, Alberta, with Monseigneur Jack Hamilton officiating. Interment to follow at the Our Lady of Peace Cemetery, 4814 Meridian Street, Edmonton, Alberta.

If friends so desire, memorial donations may be made to the Cross Cancer Institute, 11560 University Avenue, Edmonton, Alberta, T6G 1Z2 or the charity of one's choice.

Send condolences to

[www.prairiefuneralhome.com](http://www.prairiefuneralhome.com)

**Prairie Sunset Funeral Home Ltd.**  
**Crematorium**, Westlock, AB  
780-349-5006, Greta Budgen & Garry  
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**SAWRIDGE TRUSTS  
TRUSTEE REPLACEMENT  
AUGUST 12, 2014  
CATHERINE TWINN**

I have two Proposals to deal with the form and composition of the Sawridge Trusts that align and position the Trusts for success and are in the best interests of the beneficiaries, present and future.

**Appointment Proposal**

Attached are the Resumes of Judith Sayers and Victor Leginsky.

I propose that they both be considered for the position of Trustee.

The Deeds allow two outside (non-Beneficiary) Trustees. One "outside" position is vacant due to the July 13, 2014 death of Clara Midbo-Twin. The other "outside" Trustee position is occupied by Bertha L'Hirondelle-Twin. There will likely be a need to replace other Trustees, both in the short and longer term, and we should be addressing that immediately.

**Process Proposal**

I propose the establishment of a Recruitment team to manage a Recruitment process. They will recruit a **new Board of Trustees** based on the attached Skills/Qualities/Diversity Matrix document (attached). I recommend all Trustees be replaced, myself included, assuming suitable "Beneficiary Trustees" are confirmed. The recruitment team would short list and/or recommend suitable candidates for appointment.

The recruitment team would be comprised of:

- TE Wealth – Jack Jamieson
- Higgins – Brenda LaRose
- Munro and Associates – Terry Munro

Attached are their Bios.

**SAWRIDGE TRUSTS  
TRUSTEE REPLACEMENT  
AUGUST 12, 2014  
CATHERINE TWINN**

Two years ago, I provided the Trustees with what I then called a Self-Correcting Proposal for Trustee Succession.

That Proposal was rejected.

Since then, no Succession Plan, Skills/Qualities/Diversity Matrix or Agreement on Process has been established that harmonizes with values, principles and policies.

The August 12, 2014 Trustee meeting was quickly called to replace Clara Midbo who died July 13, 2014. Walter Felix Twin was quickly replaced without due process at the January 21, 2014 Trustee Meeting.

I have two Proposals to deal with the form and composition of the Sawridge Trusts that align and position the Trusts for success and are in the best interests of the beneficiaries, present and future.

### **Appointment Proposal**

Attached are the Resumes of Judith Sayers and Victor Leginsky.

I propose they both be appointed.

The Deeds allow two outside (non-Beneficiary) Trustees. One "outside" position is vacant due to the July 13, 2014 death of Clara Midbo-Twin. The other "outside" Trustee position is occupied by Bertha L'Hirondelle-Twin who given her age, health and other factors will be stepping down.

### **Process Proposal**

I propose the establishment of a Recruitment team to manage a Recruitment process. They will recruit a **new Board of Trustees** based on the attached Skills/Qualities/Diversity Matrix document (attached). I recommend all Trustees be replaced, myself included, assuming suitable "Beneficiary Trustees" are confirmed. The recruitment team would short list and/or recommend suitable candidates for appointment.

The recruitment team would be comprised of:

- TE Wealth – Jack Jamieson
- Higgins – Brenda LaRose
- Munro and Associates – Terry Munro

Attached are their Bios.

## **Personal Qualifications:**

### **Jack Jamieson, Vice President, Aboriginal Services, T.E. Wealth**

T.E. Wealth has roots going back over 40 years (1972) and is represented through its offices in Vancouver, Calgary, Waterloo, Toronto and Montreal. Jack leads the Aboriginal Services practice within T.E. Wealth and in doing so, works exclusively with First Nation Trusts across Canada bringing with him over 35 years of experience within the industry and more specifically, over 18 years working directly with First Nation Trusts.

The Aboriginal Services practice supports over 30 First Nation Trusts from coast to coast which include some of the largest Trusts in the country. Trust assets under supervision are in excess of \$1.5 billion dollars. Of significance, our assistance is completely objective and independent in all our analysis, evaluations and process support.

Jack brings considerable experience assisting with the planning, development and implementation of efficient and cost effective Trust solutions with a specific expertise in (but not limited to) Trust governance and Trustee training.

Jack is a partner member of the Aboriginal Financial Officers Association (AFOA) and serves on the advisory board and membership committee of the National Aboriginal Trust Officers Association (NATOA). He has authored a number of articles for the Journal for Aboriginal Management and is a regular speaker across Canada on First Nation Trust matters.

Jack is also one of the co-developers of AFOA's curriculum on Trust Management entitled "Effective Creation and Management of Trust Structures" which was rolled out by the National Aboriginal Financial Officers Association of Canada in 2013.

Prior to joining TEIC, Jack held the position of Regional Vice President with Ernst & Young's investment consulting practice, as well as working in consultation with the investment arm of one of Canada's leading banks.

# MUNRO & ASSOCIATES INC.

■ MANAGEMENT CONSULTANTS ■

**Munro & Associates Inc.** is a management consulting firm specializing in the area of First Nations matters. Munro & Associates Inc. strives to be responsive to the needs of its clients. With this in mind, people with expertise and specialized knowledge in First Nations affairs have been gathered to handle and direct with skill, the many situations and complex matters arising from the activities of First Nations and native business and organizations.

**Munro & Associates Inc.** has proven track record. Over the past twenty nine (29) years the firm has been retained by various First Nations, native organizations, native businesses and individuals to provide advisory, administrative and technical services in a wide variety of areas. Our clients have included the Samson Cree Nation, Lubicon Lake Cree Nation, Ermineskin Nation, Stoney Tribal Administration (Bears paw, Chiniki and Wesley Nations), Siksika Nation, Swampy Cree Tribal Council (Manitoba), Pikani Nation, Tsuu T'ina Nation, Blood Tribe, Enoch Cree Nation, Montana Cree Nation, Union of B.C. Indian Chiefs, Onion Lake Cree Nation, Flying Dust First Nation various native-owned businesses, numerous Trusts including Kisoniyaminaw and Neyaskweyahk Trust Funds and several other aboriginal organizations.

**Munro & Associates Inc.** encourages First Nations and native entrepreneurs to capitalize on opportunities to build strong and viable communities, economies, businesses and institutions, create employment and hasten the goal of economic self-sufficiency for the First Nations communities as a whole.

**Munro & Associates Inc.** provides advisory/management consulting services and has specialized knowledge, experience and research abilities in the areas of:

- ESTABLISHMENT AND ADMINISTRATION OF TRUSTS (Heritage, Education, Economic Development)
- LARGE CAPITAL AND INFRASTRUCTURE PROJECTS ON RESERVES - ALL STAGES
- PROCUREMENT OF FINANCING FOR CAPITAL PROJECTS ON AND OFF RESERVE
- GOVERNMENT PROGRAMMING AND SERVICES - FEDERAL AND PROVINCIAL
- COMMUNICATIONS AND MEDIA STRATEGIES FOR FIRST NATIONS
- RESEARCH AND TECHNICAL REPORT WRITING INCLUDING ANNUAL REPORTS
- LIAISON WITH DEPARTMENT OF INDIAN AFFAIRS - COMPLEX NEGOTIATIONS
- BUSINESS PLANNING AND ECONOMIC DEVELOPMENT ON RESERVES
- TRANSFER OF CAPITAL MONEYS UNDER INDIAN ACT
- VARIOUS CLAIMS AGAINST FEDERAL AND PROVINCIAL GOVERNMENTS
- FULL RANGE OF LITIGATION SUPPORT SERVICES
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- POLICY DEVELOPMENT AND STRATEGIC PLANNING FOR FIRST NATIONS
- BUSINESS AND FINANCIAL PLANNING FOR NATION OWNED BUSINESSES
- FEASIBILITY STUDIES AND PROPOSALS
- HUMAN RESOURCES DEVELOPMENT, SEARCH AND PLACEMENT SERVICES - INCLUDING BOARD DIRECTORS/TRUSTEES
- LEGAL, ACCOUNTING, ARCHITECTURAL AND OTHER PROFESSIONAL REFERRAL SERVICES
- TREATY AND TREATY RIGHTS ISSUES
- NATIVE EDUCATION - FIRST NATION OPERATED PROGRAMS AND CAPITAL PROJECTS
- ABORIGINAL HEALTH CARE ISSUES
- RESERVE TRANSPORTATION AGREEMENTS
- TRIBAL POLICING/RCMP AGREEMENTS/DETACHMENTS ON RESERVE


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## Brenda LaRose

Executive Search Partner at Leaders & Co.  
brenda@leadersinternational.com

Winnipeg, Canada Area · Human Resources

**Current** Leaders & Co., Higgins Executive Search  
**Previous** The Bentley Consulting Group, DGS Personnel  
**Education** Rotman School of Management & Institute of Corporate Director's Corporate Governance College

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[ca.linkedin.com/in/brendalarose1](https://ca.linkedin.com/in/brendalarose1)
[Contact Info](#)

### Background

### Summary

Brenda LaRose is a Certified Human Resource Management Professional (CHRP) and a Certified Management Consultant (CMC) with more than 22 years of experience in executive search and recruitment.

Brenda is the Managing Partner of Leaders & Co. Executive Search in Winnipeg. Leaders & Co. Executive Search has offices across Canada in Calgary, Ottawa, Toronto, Montreal & Quebec City.

She is the founder of Higgins Executive Search, Canada's premiere Aboriginal executive search firm. Higgins Executive Search has over 10 years experience recruiting leaders, executives and board members, completing hundreds of successful search engagements for corporations and organizations across a wide range of public and private sectors. Higgins Executive Search has achieved PAR certification at the Gold level through the Canadian Council for Aboriginal Business' Progressive Aboriginal Relations program.

With a certificate in Corporate Governance from the Rotman School of Business and the Institute of Corporate Director's Corporate Governance College, she has a keen interest in and understanding of board governance.

If you would like to discuss your career aspirations or how you can retain the services of Leaders & Co. Executive Search please do not hesitate to add Brenda to your network on LinkedIn; all of Brenda's contacts are private and any communications are always held in strict confidence.

**Specialties:** Executive search at the board and senior leadership areas with strong expertise in diversity search including Indigenous executive search.

### Experience

#### Executive Search - Managing Partner

Leaders & Co.

March 2012 – Present (2 years 6 months) | 201 Portage Avenue, 18th Floor, Winnipeg, MB R3B 3K6 Canada

[Leaders & Co.](#)

Leaders & Co. specializes in the recruitment of executive level and board positions with in-depth market search.

#### Partner

Higgins Executive Search

1999 – Present (15 years) | 201 Portage Avenue, 18th Floor, Winnipeg, MB R3B 3K6 Canada

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### People Also Viewed



Robyn Hartley

Senior Principal - Executive Search at The Harris Consulting Corporation



Brock Higgins

Managing Partner, Ottawa at Leaders & Co.



Deanne Cockell

Executive Search Consultant at Leaders & Co.



Kathleen Lecuyer

Executive Search



Annette Kohut

Executive Search Associate | Talent Sourcer | People First Recruitment & Executive Search



Karin Pooley

Vice-President, Recruitment & Executive Search at People First Recruitment & Executive Search



Gail Eckert

Senior Recruitment and Business Development Professional -- specialist in mid to senior level search



Kazia Paradis

Client Services Administrator at Higgins Executive Search / Leaders & Co.



Pamela Habing

Marketing & Proposal Development Lead | People First Recruitment & Executive Search

Chad McDaniel

8/12/2014

Brenda LaRose | LinkedIn

Higgins Executive Search is a national boutique retainer executive search firm. Headquartered in Winnipeg with an office in Ottawa, the firm has established itself as the premier firm of its size in Canada placing senior executives and board members. The firm is recognized internationally for an area of expertise placing Indigenous executives.

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Services/Executive Search

### onsultant

The Bentley Consulting Group  
1997 – 1999 (2 years)

Accomplishments include the development and successful introduction of a nation-wide practice focusing on mid to senior level searches, organization and human resource consulting for Aboriginal professionals. Representing the firm I facilitated numerous presentations, workshops on the changing workforce, productivity through people, time management and recruitment and selection.

### Branch Manager

DGS Personnel  
1990 – 1995 (5 years) | Oakville, Ontario

Accomplishment include opening branch during recession; achieving steady growth to make the branch profitable with \$5,000,000+ in annual sales; servicing all types of industries including service, retail, medical, manufacturing, financial, and the public sector. (Recipient of Excellence in Training Award from Premier of Ontario, Bob Rae – 1994).

### Organizations

#### Seven Oaks General Hospital

Member, Board of Trustees

#### Centre for Aboriginal Human Resources Development

Member, Board of Directors

### Additional Organizations

Canadian Council of Aboriginal Business, Human Resources Management Association of Manitoba, Aboriginal Financial Officers Association of Canada, Aboriginal Human Resource Council, Manitoba Metis Federation, Aboriginal Centre of Winnipeg, Institute of Corporate Directors of Canada - Manitoba Chapter, TEC Canada, CMC Canada

### Skills & Endorsements

#### Top Skills

- Recruiting
- Executive Search
- Training
- Leadership
- Leadership Development
- Personnel Management
- Management
- Human Resources
- Policy
- Strategic Planning

Brenda also knows about...



[37](#) Organizational... [36](#) Coaching [35](#) Public Speaking [29](#) HR Consulting  
[22](#) Team Building [21](#) Executive Management [17](#) Workshop Facilitation  
[16](#) Nonprofits [16](#) Talent Management [14](#) Management Consulting  
[13](#) Event Planning [11](#) Board Governance [10](#) Non-profits [9](#) Talent Acquisition  
[8](#) Marketing Strategy [See 25+](#)

## Education

### Rotman School of Management & Institute of Corporate Director's Corporate Governance College

Certificate in Corporate Governance, Directors Education Program - Institute of Corporate Directors

### The Canadian Council of Human Resources Associations

Certified Human Resource Professional (CHRP) Designation

### Toastmasters International

ATM Designation

### University of Manitoba

Human Resources Management Certificate

## Additional Info

### Interests

Current Board Activities: - Board of Trustees, Seven Oaks General Hospital, Winnipeg, MB - Board Member, Centre for Aboriginal Human Resource Development, Winnipeg, MB - Chair, Board of Directors, Mother Earth Recycling

## Honors & Awards

### Additional Honors & Awards

PAR (Progressive Aboriginal Relations) Certified - Gold Level

## Sawridge Trusts

2 outside Professional Trustees

3 Inside 1985 & 1986 "Beneficiary" Trustees who are Not Elected Officials of the First Nation

### Board of Trustees – Skills, Qualities and Diversity Matrix

		SKILLS / EXPERIENCE / KNOWLEDGE										
		Please indicate your knowledge, skills, and experience for each category										
		Advanced = 3    Good = 2    Fair = 1    None = 0										
Board Name	Years on Board	[Name]	[Name]	[Name]	[Name]	[Name]	[Name]	[Name]	[Name]	[Name]	[Name]	TOTAL
Administration												
Finance & Banking												
Accounting												
Investment												
Corporate/Business												
Construction/Project Management												
Governance & Board												
Government Relations												
Human Resources Management												
Policy												
Legal												
Knowledge of and Administration of Trusts.												
The total dollar value of all trust assets and the number of trust relationships administered by your firm in Canada.												
The total dollar value and number of relationships specific to any First Nation, Métis or Inuit Trusts administered in Canada.												





# DIVERSITY FACTORS

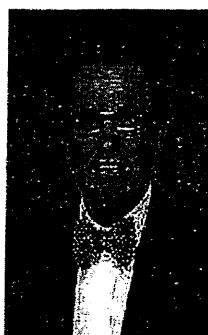
Gender	Geographical Location		Languages Spoken		Other Diversity Factors
	Female: #	[Prov. /Terr.]: #	[Language]: #		
	Male: #	[Prov. /Terr.]: #	[Language]: #		
		[Prov. /Terr.]: #	[Language]: #		
		[Prov. /Terr.]: #	[Language]: #		
					<p>-Aboriginal</p> <p>-First Nation Trust Experience</p> <p>-Unique Personal History</p> <p>-Self-Awareness and human development (e.g. implicit biases - examined to ensure non-discriminatory judgments and decisions)</p> <p>- A person the three families – Wards, Twins, Potkins – can have confidence in (e.g. free of implicit biases against them and their family).</p> <p>-A Person who models Spiritual Values and Qualities:  Kindness  Compassion  Understanding  Wisdom  Love  Truth  Honesty  Humility</p>

# Arbitralis

Just Good Results.

Victor P. Leginsky, B.Ed., J.D., FCI Arb  
Chartered Arbitrator, Certified Mediator  
[vleginsky@arbitralis.com](mailto:vleginsky@arbitralis.com)

+971 50 4573770



## Profile

Victor P. Leginsky, Canadian citizen, is an experienced international arbitrator and mediator **resident in Dubai, UAE** since 2007. He brings over 25 years of arbitration and mediation experience from Canada. Victor has earned the internationally-recognized designations of **Chartered Arbitrator and Fellow** from the **Chartered Institute of Arbitrators**. Victor is a **CEDR** (Centre for Effective Dispute Resolution, London) **accredited mediator** and has prior high-level **mediation** experience having been appointed by the Attorney General of British Columbia, Canada, to be the **Chair of the Manufactured Home Park Dispute Resolution Committee**. He is a committee member of the **International Court of Arbitration (ICC) Canada**. He co-instructs, with **Prof. Dr. Klaus Peter Berger** a practical course in **International Commercial Arbitration** in Dubai. He is registered as a **Barrister** with the **Dubai International Financial Centre (DIFC) Courts**. He is a co-regional director of the **Association of International Petroleum Negotiators (AIPN)**. He is a member in good standing of the **Law Society of British Columbia, Canada**.

## Current Positions in Arbitration and Mediation

**2007- Present – Arbitrator in over 60 cases, *Ad Hoc* & institutional – Construction focus; International Chamber of Commerce International Court of Arbitration (ICC); *Ad hoc* UNCITRAL Rules; London Court of International Arbitration (LCIA) Users' Council; Dubai International Arbitration Centre (DIAC); Abu Dhabi Commercial Conciliation & Arbitration Center (ADCCAC); Kuala Lumpur Regional Centre for Arbitration (KLRCa);**

- Arbitrated matters both as Chair and as Tribunal Member in complex contractual matters (largely real estate, construction and project).
- Actively involved in the field of dispute resolution in oil & gas, construction, international contracts; training in the discipline.

## Mediation

**CEDR Accredited Mediator; Chosen to speak on Mediation for the ICC in the Middle East, 1 May 2014 and 28 May 2014; Mediation accreditation for Royal Institution of Chartered Surveyors**

## Prior Relevant Experience

1995- 2007                      Lawyer      Vancouver, British Columbia, Canada

### Practice of Law and Arbitration

- Practiced as both Barrister and Solicitor.
- Counsel in arbitrations, admin hearings & court for corporate clients.

**Mediation**

1998- 2002                      Government of British Columbia                      Canada

**Chair, Manufactured Home Park Dispute Resolution Committee**

- Chair of a committee of mediators responsible to resolve complex housing disputes for the Province of British Columbia.
- Public sector managerial responsibilities.
- Public relations and speaking responsibilities to promote the program.

1994- 1995                      Canada Labour Relations Board                      Canada

**Tribunal In-house Counsel**

- Counsel to a senior governmental board responsible to resolve national disputes in various sectors including air, rail and marine transportation.
- Conducting cases before Federal Court of Appeal on behalf of the Board.

1984-1994                      Lawyer & Arbitrator, Edmonton, Alberta, Canada

**Practice of Law and Arbitration**

- Practiced as both Barrister and Solicitor.
- Counsel in arbitrations, admin hearings & court for unions and private clients.
- Arbitrator on more than 20 cases.

**Academic**

1971-1975                      University of Alberta                      Edmonton, Canada.

- **Bachelor of Education** (B.Ed.).

1979-1982                      University of Alberta                      Edmonton, Canada

- J.D., or "Juris Doctor" degree
- **Member, Law Society British Columbia**

**Arbitration  
Cases (please  
see "Arbitration  
Experience"  
below)**

Appointed **Chair or arbitrator** tribunal member in over 60 cases.

**Counsel** in 13 reported arbitration cases and others not reported due to confidentiality rules.

**References**

Available as appropriate, upon request

**Contact**

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Mobile/SMS: +971 50 4573 770; Fax: +971 4 3702 355

Courier: Office 102, Ontario Tower, Business Bay

P.O. Box 334468, Dubai, UAE

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**Arbitration Experience**

1. Co-Arbitrator; UNCITRAL Rules *ad hoc* case construction-related case seated in Qatar involving an African company against a Qatari company (current);
2. Chairman, UNCITRAL Rules *ad hoc* case involving the Gulf branch of a UK company against a foreign state (current);
3. Chairman, high-value construction matter involving a large UAE hotel-entertainment complex (current);
4. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over a property unit contrary to the contract and the UAE law;
5. Co-arbitrator, three person tribunal, in a dispute between two companies over the sale and purchase of eight property units contrary to the contract and the UAE law, with jurisdictional issues;
6. Sole arbitrator in a dispute alleging a failure on the part of two real estate developers to reimburse for a failure to hand over three property units contrary to the contract and the UAE law;
7. Co-arbitrator in a high-value UAE - Abu Dhabi breach of contract case regarding the supply and infrastructure provision at certain plots of development land;
8. Sole Arbitrator in a UAE - Abu Dhabi breach of contract case between two companies regarding honouring of a settlement deed in a construction-related matter;
9. Sole arbitrator in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law;
10. Chairman of three-person tribunal in a UAE - Abu Dhabi real estate breach of contract case between two companies regarding the provision of certain properties;
11. Chairman of three-person tribunal in a UAE real estate breach of contract case regarding the construction of a high value luxury villa, with a complex interim relief application;
12. Co-arbitrator, three person tribunal, in a dispute between two companies over the provision of land for re-development under the UAE law;
13. Co-arbitrator, three person tribunal, in a complex, high-value dispute between two companies over the provision of land for re-development under the UAE law (current);
14. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law, with complex corporate identity issues involved;
15. Sole arbitrator in a dispute alleging a failure on the part of a real estate developer to hand over property contrary to the contract and the UAE law, with a counter-claim for non-payment;
16. Sole arbitrator in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law;
17. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law;
18. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law (current);
19. Co-arbitrator, three person tribunal, in a dispute alleging a failure on the part of a real estate developer to hand over property units contrary to the contract and the UAE law;
20. Chairman of three-person tribunal in a UAE real estate breach of contract case regarding both the sale and construction of a real estate property;



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21. Chairman of three-person tribunal in a UAE real estate breach of contract case between two companies regarding the provision of seven properties;
22. Chairman of three-person tribunal in a UAE property breach of contract case regarding the provision of a large plot of industrial land for development;
23. Sole arbitrator in a dispute concerning the provision of a real estate property, with many complex jurisdictional issues;
24. Co-arbitrator, three person tribunal in a dispute alleging a failure on the part of one company to hand over six office units to another company;
25. – 26. Chairman of three-person tribunals in respect of five related UAE real estate breach of contract cases involving lengthy leasing arrangements;
27. Chairman of three-person tribunal in a UAE real estate breach of contract case between two companies regarding the provision of a floor in an office tower;
28. Co-arbitrator, 3-person Tribunal, in an ICC construction-related arbitration;
29. Sole arbitrator in a dispute between 2 companies concerning a project development agreement affecting industrial land in the UAE (settled by consent award);
30. Sole arbitrator in a dispute between two companies for the enforcement of a settlement agreement (settled by consent award);
31. Chairman of three-person tribunal in a UAE construction breach of contract case; arbitration through Dubai Courts being run as an *ad hoc* arbitration;
32. Co-arbitrator, three person Tribunal in breach of contract matter; failure to honour contract for sale of a business;
33. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to honour an assignment and complete a number of properties as required by UAE law and under the terms of the contract;
34. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to honour an assignment and complete a number of properties as required by UAE law and under the terms of the contract;
35. Sole Arbitrator in a leasehold interest purchase matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract;
36. Sole Arbitrator in a leasehold interest purchase matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract;
37. Sole Arbitrator in a leasehold interest purchase matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract;
38. Chairman of three person tribunal in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required under the terms of the contract by UAE law;
39. Chairman of a three-person tribunal in a breach of contract case for architectural services (settled);
40. Sole arbitrator in a high value construction contract matter in the UAE relating to project delay, failure to execute and consequent loss of profit in several related projects;
41. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);

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42. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);
43. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);
44. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);
45. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract in failing to provide a property as required under the terms of the contract, and for consequent damages and losses for so failing to provide (settled by consent award);
46. Chairman of a three-person tribunal in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
47. Chairman of three-person tribunal in UAE in a large breach of contract matter, failing to pay commission on sale of commercial and residential property;
48. Chairman of a three-person tribunal in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
49. Sole Arbitrator in a real estate matter against both a broker and a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
50. Sole Arbitrator in a real estate matter against both a real estate developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
51. Sole arbitrator in a breach of contract for services claim for provision of design services;
52. Member of three person tribunal in matter relating to sale of an apartment (settled);
53. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
54. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
55. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
56. Sole Arbitrator in a real estate matter against a developer in the UAE for breach of contract and breach of real estate law in failing to complete a property as required by UAE law and under the terms of the contract;
57. Arbitrator member of three-person tribunal in a real estate damages claim for construction failure in a property in the UAE;
58. Sole arbitrator in a real estate matter brought by a potential purchaser in the UAE upon the failure of the seller to complete the sale;
59. Chairman of three-person arbitration tribunal in a breach of a construction contract claim by a contractor relating to the supply of steel by the UAE branch of a Malaysian company;

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60. Sole arbitrator in a breach of construction contract claim by a major master developer against two large contracting companies regarding a large development in UAE;
61. Member of arbitration panel in a breach of contract case in a college (Canada);
62. Member of arbitration panel in a breach of contract case in a college (Canada);
63. Member of arbitration panel in a breach of contract case in a college (Canada);
64. Member of arbitration panel in a breach of contract case in a college (Canada);
65. Member of arbitration panel in a breach of contract case in the retail food industry (Canada);
66. Member of arbitration panel in a breach of contract case in the retail food industry (Canada);
67. Member of arbitration panel in a breach of contract case in the retail food industry (Canada);
68. Member of arbitration panel in a breach of contract case in the retail food industry (Canada);
69. Member of arbitration panel in a breach of contract case in a college (Canada);
70. Member of arbitration panel in a breach of contract case in an education institution (Canada);
71. Member of arbitration panel in a breach of contract case in the retail drug industry (Canada);
72. Member of arbitration panel in a breach of contract case in a college (Canada);
73. Member of arbitration panel in a breach of contract case in an education institution (Canada);
74. Member of arbitration panel in a breach of contract case in an education institution (Canada);
75. Member of arbitration panel in a breach of contract case in an education institution (Canada);
76. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
77. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
78. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
79. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
80. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
81. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
82. Member of arbitration panel in a breach of contract case in a medical institution (Canada);
83. Member of arbitration panel in a breach of contract case in a food services company (Canada).

***CURRICULUM VITAE***  
**Kekinusuks**  
**Dr. Judith Sayers**  
**#404-445 Cook St.**  
**Victoria, BC V8V 3Y2**  
**(250) 415-0387**  
**kekinusuqs@hotmail.com**

**EDUCATION**

- |      |  |
|------|--|
| 1993 | Queen's University<br>Honorary Doctor of Laws for work in International and Constitutional Law |
| 1981 | University of British Columbia<br>Law Degree   |
| 1977 | Brigham Young University<br>Business Degree  |

**OTHER EDUCATION**

- |      |  |
|------|--|
| 1985 | Human Rights Course, Strasbourg France   |
| 1980 | University of San Diego at Oxford University, Magdalen College,<br>Oxford, England: Course on International and Comparative Law. |

**CAREER EXPERIENCE**

Sept. 2009 to Present: Strategic Adviser to First Nations and Corporations

- Provide strategic advice to First Nations and Corporations in business, politics, governance and economic development.

March 2014 to Present: Co-Applicant and team member on SSHRC Partnership Development Grant. Grant awarded in March 2014. "The Search for Sustainable Development in the Toquaht Nation."

May 2012-March 2014: Visiting National Aboriginal Economic Development Chair, University of Victoria, Assistant Professor of Law and Business:

- Research issues in Aboriginal Economic Development to help facilitate economic development;
- Host annual Symposium on important issues;

- Develop Relationships with First Nations, organizations, governments, other academic institutions and other relevant parties;
- Taught course in Law entitled "Landscape of Laws Facing First Nations";
- Taught course in Business entitled "Revitalizing Indigenous Economies";
- Guest Lectures in Business and Law Schools on any subject within my expertise-regularly speak to the Business Law Clinic, Environmental Law Clinic and Dispute Resolution Courses;
- Coach for Kawaskihmon Moot Team 2013 and 2014
- Work with Doctoral, Masters and Bachelors students in projects, papers and presentations they may have with respect to business and law;
- External Examiner on Masters Thesis Defence;
- Public Lectures at many faculties within the University in issues with First Nations, business and law;
- Recruitment and retention of First Nations students in both Business and Law.

Oct. 2009 to May 2012: Adjunct and Assistant Professor of Law and Business;  
Entrepreneur in Residence Faculty in Business, University of Victoria.

April 1995-April 2009: Elected Chief of the Hupacasath First Nation, Port Alberni, BC

- Duties include overseeing the government, political, administrative, business development and overall operations of the First Nation.
- Developed all the foundational policy documents such a Comprehensive Land Use Plan and Cedar Strategy and on line Referral system, Comprehensive Community Plan, Economic Development Strategy, Community Energy Plan, Housing Policy, Personnel Policy, Financial Accountability Policy, Business Licensing by-law.
- Negotiated consultation protocols with Governments and companies operating in Hupacasath Territory.
- Engineered court case on consultation on private lands that set an important precedent for BC in 2 separate decisions. *Kekinusuks v the Minister of Forests*.
- Obtained funding and oversaw the language program to preserve and document the Hupacasath Dialect. Program produced 10 books, a calendar with a word a day, DVD's, CD's, interpretive signage in territory, Place Names DVD and a website where all materials are available.
- Acquired a property for the Operation of Youth Group home that houses 6 youth and employs 8 people.
- Developed Choo Kwa Ventures-canoe tours and Gift shop. Developed Run of the River Green Energy Project of 6.5 MW and had 10 more in development stages.

Acquired and developed a 400 hectare woodlot and salvage business. Developed an organic gardening business and an Interpretive Centre that was awaiting final permits. Helped develop an aggregates Business that is permitted in BC and has 3 ports in California.

2006 to 2008: One of three member political Task Group of the First Nations Summit

- The Task Group is authorized by the Summit of Chiefs to carry out specifically mandated tasks on issues related to treaty negotiations in British Columbia.
- As a Task Group Member, was part of the Leadership Council, the Collective Leadership of the 3 Provincial Organization that carry out the political will of the First Nations in the Province and finding ways to implement the New Relationship and the Transformative Change Accord. Was the political lead for the Recognition Working Group that laid foundation for the proposed Recognition Legislation, Housing (led negotiations for signing Tripartite Housing MOU with Federal and Provincial Governments); Economic Development (co-led development of Economic Development Action Plan); Heritage Conservation Working Group (looking at ways to revise Heritage Conservation Working Group and use of s. 4 Agreements) and Gaming Revenue Sharing Initiative. Continue to Co-Chair the Heritage Conservation Working Group to current date.

1994-2009: Chief Negotiator for the Hupacasath First Nation in the BC Treaty Process.

- Responsible for developing mandates and negotiations.
- Negotiated Reconciliation Protocol with Province of BC; Provincial Parks Co-management agreement and agreement with the Regional District of Nanaimo for co-managing Arrowsmith Mastiff Park, negotiated overlap agreements with several First Nations.

1991-2001: Practicing Lawyer for Sayers and Associates, Port Alberni, BC.

- Primary focus on family, insurance, wills and estates and business law. Articled one law student. Practiced in Provincial and Supreme Courts extensively.

1982-1990: Littlechild and Associates in Hobbema, Alberta and Sayers and Associates, Edmonton, Alberta.

- Primary focus on treaty rights, international and constitutional law. Worked extensively with United Nations bodies and specialized agencies on the development of the Declaration of Indigenous Rights, The study on treaties, and the Revision of ILO Convention 169, and related work.

## **ACHIEVEMENTS AND ACCOMPLISHMENTS**

- 2009 Inducted into the Canadian Council for Aboriginal Business "Aboriginal Business Hall of Fame"
- 2008 Atira Women's Resources Society Honouree as an Inspirational Women For 25<sup>th</sup> Gala Anniversary Celebration
- 2008 Silver Award in the Canadian Environmental Awards for Climate Change
- 2006 Finalist in the EcoTrust Buffet Award for Indigenous Leadership
- 2004 Woman of Distinction Award, Alberni Valley Chamber of Commerce
- 2002 Woman of Distinction Award, Alberni Valley Chamber of Commerce
- 1990 Received Bora Laskin Fellowship on Human Rights
- 1981 Harvey Bell Memorial Award for Graduating First Nations Law Student

## **CURRENT POSITIONS HELD**

Chair of the New Relationship Trust Foundation

Board Member for Clean Energy BC

Co-Chair and Founding Board Member for the Island Corridor Foundation

Adviser to the Ch'nook Aboriginal Business Education Program

Advisory Board for the BC Achievement Awards for Aboriginal Business

Co-Chair of the Joint Working Group on First Nations Heritage Conservation

## **OTHER HIGHLIGHTS**

December 2013: Emcee for BC Achievement Foundation Aboriginal Business Awards

Dec. 2008-Dec. 2013: Board of Directors New Relationship Trust, Vice President, Chair of Finance Committee and Human Resources

2013: Part of Steering Committee that oversaw the development of the First Nations Heritage Planning Toolkit (UBCIC publication)

Oct. 2008-Dec. 2013: Public Advisory Panel for the Canadian Electricity

Association.

- |                        |  |
|------------------------|--|
| 2009-2012              | Advisory Committee to Office of the Auditor General  |
| 2007-2012              | Board member for Industry Council for Aboriginal Business  |
| 2004- 2009             | Chair and Board Member of Eagle Rock Materials Ltd and Eagle Rock Aggregates Ltd.  |
| 2004-2009              | Regional Program Management Advisory Committee, Indian and Northern Affairs Canada regarding Economic Development Programs |
| 2007-2009              | Board Member Tourism BC  |
| 2004-2009<br>2011-2013 | Chair and President of Upnit Power Corporation and Ltd. Corporation<br>Board member Upnit Power                            |
| 2003-2009              | Chair of Tsu-ma-uss Transformation Society   |
| 2005-2009              | Board Member Ooh-ah-tluk-kuu-wil Society   |
| 2004-2008              | Board Member Pacific Salmon Endowment Fund   |
| 2002- 2006             | Board Member of the Alberni Valley Chamber of Commerce   |
| 2000-2004              | Board Member, Alberni Clayoquot Regional District for Nuuchahnulth Tribal Council  |
| 2002                   | Board Member Port Alberni Economic Development Commission  |
| 1993-2000              | Board Member and Chair of Haahuupayuk School, Port Alberni, BC   |
| 1993                   | Taught at Human Rights Course in Charlottetown, PEI  |

**Non-Refereed Contributions**

***Newspaper and Magazine Articles:***

(2014, May 7) Sayers, J.F. After Atleo. Opinion *The Tyee*. Retrieved from [http://thetyee.ca/Opinion/2014/05/07/After-Atleo/?utm\\_source=daily&utm\\_medium=email&utm\\_campaign=070514](http://thetyee.ca/Opinion/2014/05/07/After-Atleo/?utm_source=daily&utm_medium=email&utm_campaign=070514)

(2013, Oct. 25) Sayers, J.F. Include First Nations in renewable energy sector. Opinion: B.C. must live up to promises; native projects could power LNG industry. *Vancouver Sun*. Retrieved from <http://www.vancouversun.com/index.html>

(2013, Nov/Dec) Sayers, J.F. The Possible Demise of First Nations in Clean Energy.



*Aboriginal Marketplace Magazine*, Vol. 2, Issue 6, p. 15.

(2013, Oct. 02) Sayers, J.F., Cutting first nations out of B.C.'s energy industry; B.C. hydro review recommendations would harm independent producers. *Times - Colonist*. Retrieved from <http://www.timescolonist.com/>

(2013, Apr. 02) Rondeau, D., Sayers, J.F., and Shaw, K., B.C. can have a boom without the bust. Opinion: Better policies and planning are needed to manage the province's non-renewable resources. *Vancouver Sun*. Retrieved from <http://www.vancouver.sun.com/index.html>

(2013, Feb. 20) Sayers, J.F., Parfitt, B. BC Forestry Bill urgently in Need of rewrite. Opinion. Canadian Centre for Policy Alternatives. Retrieved from <https://www.policyalternatives.ca/publications/commentary/bc-forest-bill-urgently-need-rewrite>

(2009, Aug 01) Sayers, J.F., Finding the right path to a new relationship. *Times - Colonist*. Retrieved from <http://www.timescolonist.com/> (2009, Feb 14). Atleo, S. and Sayers, J.F., Four formulas for the future; take advantage of billions available for infrastructure projects. *Times - Colonist*. Retrieved from <http://www.timescolonist.com/>

(2008, Oct 28). Sayers, J.F., Un pays de sauvages. *The Globe and Mail*. Retrieved from <http://search.proquest.com.ezproxy.library.uvic.ca/docview/382682842?accountid=14846>

(2008, Apr 21). Sayers, J.F., Olympic hurdles. *The Globe and Mail*. Retrieved from <http://www.theglobeandmail.com/>

(2003, Nov. 28) Sayers, J.F., What culture means to the Hupacasath. *Alberni Valley Times*. Retrieved from <http://search.proquest.com.ezproxy.library.uvic.ca/docview/345583049?accountid=14846>

### **Reports:**

(2011) Sayers, J.F., *Economic Development Toolkit for First Nations Economic Development Officers, Chiefs and Councils and Community Members – Basic Information and Guide*. Industry Council for Indigenous Business. <http://www.chnook.org/wp-content/uploads/2012/01/icab-economic-development-toolkit.pdf> (Author)

(2011) Henderson, C. and Sayers, J.F., "The Impact of Climate Change on Canada's First People: Targeting Priority Actions for Adaption", Chapter 4, *Report of the Climate Change Adaptation Project (Canada)*. University of Waterloo and Intact. (Co-Author and Advisory Board member for the report). <http://uwaterloo.ca/environment/sites/ca.environment/files/uploads/files/CCAP-Report-30May-Final.pdf> (Co-Author)

### **Key Conference Presentations:**

(2014) Sayers, J.F., First Nations Can be a Part of the Solution for Wind Energy-Keynote and panel presentation on Effects of BC Hydro's IRP on First Nations. *CANWEA Western Forum*. Calgary, Alberta.

(2014) Sayers, J.F., Securing the Aboriginal Advantage. *Globe 2014*. Vancouver BC.

(2014) Sayers, J.F., First Nations and a Sustainable Energy Future. *Walrus Magazine forum entitled The Walrus Talks a Sustainable Energy Future*. Vancouver, BC

(2014) Sayers, J.F., The right to say No: Free, Prior and Informed Consent. *Lawyers Rights Watch Canada and Hulqu'minum Treaty Group Public Lecture Series*, Vancouver BC.

(2013) Sayers, J.F., First Nations on Vancouver Island Histories and Highlights, *Comox Valley Elders College*, Courtney, BC.

(2013) Sayers, J.F., Forging Partnerships: Building Relationships, *Generate 2013, Clean Energy BC Annual Conference*, Vancouver, BC

(2013) Sayers, J.F., Earth Day vs. Environment: Do we have to choose? *UBC Dialogues Forums*, Vancouver BC

(2013) Sayers, J.F., First Nations Heritage Issues-Is Heritage Act a Detractor from Rights. *Canadian Archaeologist Association*, Whistler, BC

(2013) Sayers, J.F., Real Life Lessons: Engaging Communities, stakeholders and Rights Holders. *Economic Developers of Alberta Annual Conference*, Kananaskis Alberta.

(2013) Sayers, J.F., Challenges and Opportunities for First Nations in the Energy Sector, *Small Hydro 2013 Conference*, Vancouver, BC

(2012) Sayers, J.F., Pathways to Recognition of Indigenous Laws: Indigenous laws as a basis for Relationship Building. *Continuing Legal Education British Columbia (CLE BC) Indigenous Legal Orders and the Common Law Conference*, November 15, Vancouver.

(2011) Sayers, J.F., Assisted in Structuring and providing material for the First Nations Short Course entitled "From Application to Electrons: Overcoming Challenges" 1 day course offered by the *BC First Nations Energy and Mining Council and Clean Energy BC for the Conference Generate 2011*. Participated on 2 panels *On First Nations Role in the Industry*.

(2011) Sayers, J.F., Energizing Communities for Success. Conference Co-Chair and luncheon Speaker for *the National Aboriginal Energy and Power Association Conference* Calgary, Alberta

(2010) Sayers, J.F., Indigenous Women and Family Law: Intricacies of the Indian Act. Keynote Speaker *International Bar Association Women's Caucus*, Vancouver, BC

(2010) Sayers, J.F., A Case Study on Clean Energy. Also panelist on Opportunities for First Nations in the Energy Field. *National Aboriginal Economic development Conference*, Osoyoos, BC

(2009) Sayers, J.F., Hupacasath First Nation: A Case study in Sustainable Development, *Skoll World Forum on Social Entrepreneurship*, Oxford, England

(2009) Sayers, J.F. First Nations Rights and Title Today-Issues with Exercising Right, *International Academy of International Lawyers, Delivered the Audrey Ducroux Memorial Lecture*, Vancouver, BC

***Other:***

(2010 – present) Dr. Sayers is a regular blogger on the First Nations in British Columbia Web Portal. Her blogs cover successful economic development, issues facing First Nations in economic development, shared decision making models, and analysis of proposed legislation that will impact First Nations such as the Water Sustainability Act and First Nations Governance Act: <http://fnbc.info/blog/100>

(2010) Dr. Sayers completed an environmental scan of Aboriginal economic development resources for inclusion in the First Nations in British Columbia Web Portal: <http://fnbc.info/business-economic-development>

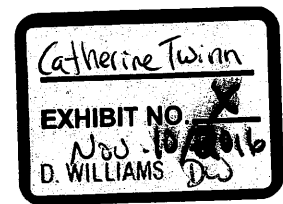
**Refereed Contributions:**

***Policy Research Report***

(2001) Sayers, J. F., & MacDonald, K. A. A strong and meaningful role for First Nations women in governance. *First Nations Women, Governance and the Indian Act: A collection of policy research reports*, 1-54. <http://publications.gc.ca/collections/Collection/SW21-85-2001E.pdf> (Co-Author)

Regular Speaker/Lecturer for many Universities, Conference Series, Businesses, TV and Radio Shows, Churches, Environmental Groups, etc. Written many short papers, op ed pieces, featured in various newspapers, publications and DVD's.





**Sawridge Inter Vivos Settlement and Sawridge Trust  
Board of Trustees Meeting Minutes  
15 December 2009  
Sawridge Trusts Office, Edmonton**

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**Attendees:** Clara Midbo, Catherine Twinn, Bertha L'Hirondelle, Chief Roland Twinn, Walter Felix Twin,

**Guests:** Paul Bujold-Acting Chair and Trust Administrator, Doris Bonora, Owen Jackson and Eileen Key

**Recorder:** Sonja Latter

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**1. OPENING AND PRAYER**

Paul Bujold called the meeting to order at 10:30 a.m. The meeting was opened with a prayer by Walter Twin.

**2. APPROVAL OF AGENDA**

Moved by Catherine Twin and seconded by Chief Roland Twin that the agenda be accepted as presented.

Carried

**3. REVIEW OF MINUTES OF THE MEETING OF 17 NOVEMBER 2009**

Moved by Catherine Twin and seconded by Clara Midbo that the minutes of the meeting of 17 November 2009 be accepted as corrected.

Carried

**Corrections:**

**4a. *RV Park Proposal***

The draft resolution sent to Directors regarding the Sawridge Holdings Ltd. lands still has not been discussed between the boards.

**4g. *Policy B-01 Beneficiaries of the Sawridge Band Inter-Vivos Settlement***

Strike out "Catherine Twinn also noted that Sharon Venne would also be available."

**4m. *Mediation Process with Elder Morris Little Wolf – Next Steps***

Chief Roland Twin indicated the mediation process is on hold pending the resolution of certain issues.

**4n. *Trustee Performance Evaluations***

A majority felt at this time a performance evaluation would not be beneficial.

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40. *Trustee Succession Planning*

Catherine also noted that should the Trust Deeds require amendment, this could coincide with the Passing of Accounts.

7. *Conference Call with David Ward (Paragraph 4)*

Negotiation should be brought forward with the companies and formally raised at the 4 December 2009 meeting.

7. *Conference Call with David Ward (Paragraph 7)*

Following the review, there was discussion regarding the financial results noting that the businesses have been impacted by the economic collapse and 2009 performance is below 2008 performance.

7. *Conference Call with David Ward (Paragraph 8)*

David noted that the Director's materials reference *In Camera* matters for which there is no record of discussion available to the Trustees.

7. *Conference Call with David Ward (joint agenda item #6)*

Budget assumptions including impact of gas industry on the hotels.

11. *Budget Benefits (Trustee Budget)*

Pending resolution of the Trustee compensation issue Paul has placed an item in the budget for Trustee meetings at \$2,000 per meeting.

4. **BOARD OF TRUSTEES CHAIR**

4a. *Chair Recruitment Process*

It was discussed that the Trustees need to come up with a process of how to choose a new chair. Chief Roland Twin stressed that the Trustees need to figure out just how much of a work load the position will be so that the new chair can begin the position well informed. To begin the recruitment process, the Trustees first need to have a discussion and agree on the roles and responsibilities of the chair person including likely fees for the position. Once there is agreement on the parameters, the Trustees can begin to look for possible candidates. Trustees will check their individual networks and possibly hire a formal recruiter for this process.

4b. *Directors' Offer to Act as Interim Chair*

The Trustees thanked the Company Directors for the offer of an Interim Chair from their number but felt that a cross-over between the two Boards would simply cause confusion about roles and limits. The Trustees asked Paul Bujold if he would continue as Interim Chair while the search for a permanent replacement is underway. Paul informed the Trustees that in order to properly fulfill both positions he would require some administrative help as soon as January 2010.

**It was decided that Paul Bujold would continue to act as Interim Chair until the Trustees can recruit a permanent Chair.**

4c. *Terms of Reference – Chair Roles and Responsibilities*

Some research will be undertaken by the Trust Administrator on previous discussions and common understanding of Chair roles and responsibilities for discussion by the Trustees at a future meeting.

5. **TRUSTS BUDGET REVIEW AND FUNDING REQUEST FROM COMPANY**

5a. *Trust 2010 Budget*

Paul Bujold informed the Trustees that Phase 2 Benefits Programs were not included in the 2010 Budget because they were not intended to be implemented this year. He also informed them that the money budgeted for Housing Support in Phase 2 was moved into Phase 1. The only question on the budget was whether or not it should be amended to include a Chair. Chief Roland Twinn suggested that the budget be approved and adjusted later as necessary.

**Moved by Chief Roland Twinn and seconded by Catherine Twinn that the 2010 Trust Budget be approved as proposed and adjusted if needed at a later date.**

**Carried**

5b. *Companies Audit Committee*

**Tabled for a future meeting**

5c. *Trustee Fees*

Paul Bujold informed the Trustees that the Trustees Section of the 2010 Budget is simply a place holder pending Court advice through the Passing of Accounts on Trustee fees.

5d. *Company Payment of Principal or Interest for the 2010 Trust Budget*

Paul Bujold informed the Trustees that they can choose to ask for the interest on the debentures or request a payment of debenture principle. A request for an interest payment would have to be larger than the budgeted amount to account for the income taxes that would have to be paid on an interest payment. A request for a payment of principle would not involve a tax liability.

**Moved by Catherine Twinn and seconded by Clara Midbo to request payment of the principle from the Companies.**

**Carried**

Because the Trustees are only requesting payment of the principle, the interest needs to be waived.

**Moved by Clara Midbo and seconded by Chief Roland Twinn to waive the interest owed by the Companies.**

**Carried**

**Moved by Walter Twinn and seconded by Clara Midbo that the Trustees resolve that all interest payable for the calendar year 2009 to the Sawridge Band Intervivos Settlement and The Sawridge Trust (herein collectively, "the Trusts") by Sawridge Holdings Ltd. And 352736 Alberta**

Ltd. (collectively, "the Corporations") is hereby waived; that all interest that will accrue during the 2010 calendar year to the Trusts by the Corporations is hereby waived, and that the Trusts shall demand payment by the Corporations to the trusts during the year 2010 of an aggregate principal amount of \$2,867,477.

Carried

A Resolution was signed by the Trustees present as well as an Agreement between the Trustees and the Corporations regarding the waiver of interest owed and the demand for a payment on the principal owed.

5e. *Determination of Tax Payment – Trust or Beneficiaries*

Paul Bujold informed the Trustees that he has not been able to determine the source of funds presently in the Trusts bank accounts from which the Cash Disbursement Benefit was paid. This matter is important because if the source of the funds was a payment of interest in the past, the Trusts may have an income tax liability. In the future, the Trustees will have to determine if the income tax burden should be paid by the beneficiaries or by the Trusts. This matter will require further advice before the Trustees consider the matter.

5f. *Filing of T3 supplementary and election at time of tax filing 32 March 2010*

**Tabled for a future meeting**

5g. *Debt Document with Holding Companies*

**Tabled for a future meeting**

**6. ACCESS TO DELOITTE & TOUCHE RECORDS**

6a. *Resolution to give authorization for Trust Administrator to act on behalf of Trustees*

In order to properly proceed with the Passing of Accounts, Paul Bujold needs access to Deloitte & Touche records. To do this he needs to be authorized by the Trustees to act on their behalf.

**Moved by Catherine Twinn and seconded by Bertha L'Hirondelle that the Trustees resolve that the Administrator of the Sawridge Band Intervivos Settlement and of the Sawridge Trust, Mr. Paul Bujold, is hereby authorized and instructed to obtain from Deloitte, the auditors or accountants or advisors to the Sawridge Band Intervivos Settlement and the Sawridge Trust, copies of all information, documents, financial statements, accountants' comments, auditors' reports, tax returns and other materials, covering all years for the Sawridge Band Intervivos Settlement and the Sawridge Trust that are in possession of Deloitte as auditors or accountants or advisors, as the case may be.**

Carried

A Resolution was signed by the Trustees present regarding the instructions to Deloitte.



- 6b. *Report on a Round Table Meeting 23 December 2009 with Company Management, the Trust Administrator, the Passing of Accounts team with Deloitte & Touche representatives, Bill Howden and Dennis Manning to review needs for Passing of Accounts*

**Tabled for a future meeting**

**7. NOMINEE COMPANY TO OPERATE TRUSTS OFFICE TABLED FOR A FUTURE MEETING**

- 7a. *Determination of possible powers of nominee company*

**Tabled for a future meeting**

- 7b. *Determination of advantage of nominee company over Trustee as individual*

**Tabled for a future meeting**

- 7c. *Banking Resolution*

**Tabled for a future meeting**

- 7d. *Investments and GIC's*

**Tabled for a future meeting**

**8. PASSING OF ACCOUNTS**

- 8a. *Meeting with Doris Bonora of Reynolds Mirth Richards & Farmer and Eileen Key and Owen Jackson of Meyers Norris Penny—10:30 AM*

Doris Bonora informed the Trustees about the process of Passing of Accounts. Her recommendation is that the Trustees be proactive in responding to the possible issues and problems that may arise in the future. She also mentioned that the Trustees of the past, present and future need to be paid for their work. She suggested dealing with the compensations for the Trustees of the past and present and developing a set formula for future Trustee compensation. Doris also mentioned that the issue of benefits distribution needs to be looked into. She informed the Trustees that if they were to set up an education fund or funeral fund at this time they would have no ability to control those funds. Doris made it clear that this process is all about sharing information, about getting the information out to the beneficiaries and to the Trustees.

Owen Jackson introduced himself and explained to the Trustees that their goal is to get to the point where they can make it as simple as they can to be able to tell the story of what happened not only inside the Trusts but the whole collective including the Companies. The goal is not to find all the financial information from the beginning. The accountants and lawyer plan on telling the story in two ways. From 1970's to 1985 will be in narrative form and from 1986 on the story will be told both through financial documents and through the narrative history of the Trusts.

Doris informed the Trustees that the next step is to move forward with this process by looking at what documents we currently have to determine what history we have and figure out what is missing in order to be able to tell the narrative. Then the lawyers will take the accounting information and

incorporate it into the story to get to the format for a Passing of Accounts with the beneficiaries and before the Court. The hope is to not go to Court on the accounting side if this process is able to satisfy the beneficiaries questions and concerns.

One issue that was brought forth by Catherine Twinn was that the Trustees have an absolute duty to keep records and to be accountable at all times. The Trustees need to have the same information as the Directors so that they know how the companies are performing and are able to answer a beneficiary's questions in a timely fashion. There needs to be an agreement with the Directors about what information they feel that they can provide while still protecting corporate interests. Catherine suggested that there be a discussion about these issues with the Directors at a later meeting.

*8b. Remembering those who were Trustees and who were Bank Account signers and periods of service*

Paul Bujold informed the Trustees that, for the Passing of Accounts, those who have been Bank Account Signatories and Trustees need to be identified so we can begin to figure out what and how to pay them for their services. Paul also informed the Trustees that there will likely have to be negotiation on what amount is due the Trustees because the amount owed may exceed the amount available.

*8c. Records Collection, Scanning and Storing*

Paul Bujold informed the Trustees on the progress of the scanning of documents. A file structure has been laid out to begin scanning the 11 boxes of files. Paul also mentioned that David Ward had informed him that nothing can be destroyed. The plan is that once the documents are scanned minutes, resolutions, some historical correspondence, minutes and legal documents will be kept in office while the rest get put in storage.

## **9. DETERMINATION OF ELIGIBLE BENEFICIARIES PROCESS**

*9a. Guy's Objections*

Chief Roland Twinn voiced his objects to spending any more money on lawyers. He also didn't want to speak with David Ward or Timothy Youdan via conference call.

*9b. Traditional Law*

Paul Bujold directed the Trustees to the attachment of David Wards email regarding traditional law. David Ward advised the Trustees that if they ignore traditional law they do so at their own peril and will invite lawsuits. Chief Roland Twinn pointed out that Trust documents deal with membership not status. Catherin Twinn explained that when the Deed is read down or made subject to the Constitution then the Indian Act may take precedence. If the membership code is not operating, as with the Federal Court of Appeals injunction, then the Indian Act takes precedent and all those people are entitled. Chief Roland Twinn stated that he believes that the Trusts should deal with these issues only when and if they arise. He feels that the Trust is doing a disservice to the beneficiaries by holding back their benefits on a "what if".

Catherin Twinn objected to Chief Twinn's statement and disagreed that the Trusts should deal with the issues only as they arise. She stated that the rules of the Inter-Vivos Settlement, as they existed in April 1982, have to be read in context with other statutes and case law and the Trust Deeds have to conform with the Constitution. Catherine brought up some cases where Section 15 of the Constitution overrules the Indian Act, specifically sections 6.1.(a) and 6.1.(c). This will affect about 90 – 98% of all status Indians because they are registered under these sections. Catherine suggested that the Trustees allow the lawyers the chance to try to help solve the problems that are evident and if these issues can't be fixed or solved at least it will show that an attempt was made by the Trustees and that unresolved issues can be passed on to the Court to get its advice and direction. Catherine feels that distributions cannot be made until this process has been gone through because this would imply negligence in determining who lawfully is and isn't a beneficiary. Chief Twinn agreed that the cases Catherine mentioned will affect the Indian Act but stated that the Trust was written under Alberta Trust Law not the Indian Act. Chief Twinn feels that, even though the Court may determine that the Trust violates Section 15 of the Constitution, it is not worth spending the money on this matter. He would rather see the money put towards benefits for the beneficiaries that are known at this point. In response to Chief Twinn's objections, Paul Bujold informed the Trustees that according to David Ward, because the Trust Deeds refer to the Indian Act, the Act, case precedent and the Constitution all can come into play. Paul Bujold also mentioned that another possible issue that may arise, namely, that any person they deem to not be a beneficiary can take the Trust to court if they feel they have cause to do so. The consensus around the table was to continue with the previous decision of having the lawyers working on a category list to help determine eligibility as a beneficiary for the Inter-Vivos Settlement.

*9c. Proposed Form*

The Trustees reviewed the proposed Beneficiary Application Form. It was suggested that the following changes be made to the document and that the final document be reviewed and approved by the Trustees by telephone: ask the applicant why they feel they are eligible; if their ancestors descended from Sawridge signatory from Treaty 8; if those ancestors lived on Sawridge Reserve; if they were on the Sawridge Pay Lists; if they enfranchised from the Sawridge Band; what their status number is; expand the application to include a section of family and relationships; change the name of the form to a more neutral name rather than it stating it is for "454 Inter-Vivos Settlement".

**Paul is to adjust the application form and send it to the Trustees for review. There will be a conference call on Monday December 21st at 4:00 PM to discuss the amended application form.**

*9d. Sharon Venne*

**Tabled for a future meeting**

- 9e. *Conference call and/or memo David Ward and Tim Youdan of Davies Ward Phillips & Vineberg 1:00 PM*

**It was decided that a conference call with David Ward and Tim Youdan was not necessary at this time.**

## **10. BENEFITS**

- 10a. *Payout of Good Faith Cash Disbursement Report*

Paul Bujold informed the Trustees that all the Good Faith Cash Disbursements to the Sawridge Trust beneficiaries have been made, with the exception of Isaac Twinn because he is not 18 yet. The cheques were mailed.

- 10b. *Brenda Draney benefit*

The Trustees discussed the provision of psychological counselling with Dr. Paul Sussman to Brenda Draney. This counselling has been going on for some time but the Personal Development Benefit has not been set up yet and other beneficiaries cannot receive this service.

**It was decided that since there is no program or policy in place to cover this right now, Brenda will be given till the end of March 2010 to come up with a new proposal for the Trustees. This proposal must involve self funding and spousal contribution. A policy will be developed by the time Brenda's proposal is presented to the Trustees.**

- 10c. *Kieran Cardinal Request*

The Trustees considered a proposal from Kieran Cardinal for support under the Education Benefit.

Paul informed the Trustees that Kieran is planning on raising some money on his own.

**It was decided that Kieran should first apply for student loans, bursaries and scholarships and then come back with another proposal in early 2010 when the Trustees will be in a better position to decide what they can do to help him.**

## **11. FINANCIAL REPORT**

- 11a. *Questions Arising From Last Meeting*

**Tabled for a future meeting**

- 11b. *Ben Meija Meetings and Travel*

**Tabled for a future meeting**

- 11c. *Felesky Flynn CRA Ruling*

**Tabled for a future meeting**

- 11d. *Cheque List This Month*

**Tabled for a future meeting**

**12. TRUSTEE INDEMNITY**

*12a. Trustees indemnified by the Trust*

**Tabled for a future meeting**

*12b. Need for Insurance*

**Tabled for a future meeting**

**13. LETTER FROM WALTER FELIX TWIN**

*13a. Mediation Options*

**Tabled for a future meeting**

**14. PAUL BUJOLD**

*14a. Time Off 29-31 December 2009*

Paul requested time off 29, 30 and 31 December.

**It was unanimously agreed that Paul would be allowed this time off.**

*14b. Expenses and Cell Phone (Attachment)*

Paul presented an Expense Claim from September to present.

**It was unanimously agreed that Paul's expenses would be paid.**

**15. COMPANY ISSUES**

*15a. Trustee Views on Slave Lake Hotel*

**Tabled for a future meeting**

*15b. Trustee Views on Amounts owed to companies by beneficiaries*

**Tabled for a future meeting**

*15c. Director Succession Planning*

**Tabled for a future meeting**

*15d. Holding Company AGM in June, Invite Beneficiaries*

**Tabled for a future meeting**

**16. SELECTION OF AUDIT AND TAX ACCOUNTANT FOR 2010 FOR TRUSTS**

**Tabled for a future meeting**

**17. COMPANY STAFF ACCOMMODATION POLICY**

*17a. Comments by Trustees to Jim Hill*

**Tabled for a future meeting**

*17b. Application of Policy to beneficiaries*

**Tabled for a future meeting**

**18. WALTER TWINN ENDOWMENT FUND AND CORPORATE DONATIONS**

**Tabled for a future meeting**

18a. *Trustee representatives to Committee with Ron Gilbertson and Senator St. Germain*

**Tabled for a future meeting**

**19. MEETINGS IN SLAVE LAKE**

**Tabled for a future meeting**

**20. OPENING OF OFFICE**

**Tabled for a future meeting**

**21. ADJOURNMENT AND NEXT MEETING DATE**

**Moved by Chief Roland Twinn and unanimously passed that the meeting be adjourned at 5:11 p.m.**

**Next meeting will take place on January 19, 2009.**

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**Paul Bujold, Interim Chair**



## TRUSTEE MEETING MINUTES

Sawridge Inn Edmonton South, Edmonton  
17 September 2013

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Walter Felix Twin.

**Apologies:** Roland Twinn, ill.

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator;

**Recorder:** Paul Bujold

### 1. OPENING

Brian called the meeting to order at 10:06 AM. The opening prayer was led by Walter.

### 2. AGENDA

Trustees reviewed the agenda for the meeting. Item 7.2 was added to approve the Annual Waivers of Interest for the Companies.

**2013-026 Moved by Clara, seconded by Bertha that the agenda be accepted as amended.  
Carried, Unanimously.**

### 3. MINUTES

The minutes of the meeting held 18 June 2013 were reviewed.

**2013-027 Moved by Catherine, seconded by Clara to approved minutes of 18 June 2013 as presented.  
Carried, Unanimously.**

### 4. ACTION ITEMS

#### **2013-019 Pure North S'Energy**

Catherine reported that she had called Pure North about its program. She reported that the rules have changed and that there is now an entry fee of \$1,200 expect for those under 18 years of age, those over 18 years who are students or earn less than \$25,000 per year or live on a Reserve. Pure North will provide Catherine with Clinics in Edmonton, St. Albert and Slave Lake expected by the end of October.

**1309-001 Catherine will provide the Pure North clinic dates to Paul so that these can be shared with the beneficiaries.**

#### **1306-002 Counselling Benefit Proposal**

Catherine asked if Paul had been able to collect any self-assessment tools for the beneficiaries. Paul reported that he had reviewed some, including the ACE questionnaire but that he had not collected any others.

**1309-002 Catherine will provide Paul with copies of the counselling self-assessments she has collected.**



## 5. BENEFICIARIES

### 5.1 Education

Paul reported that he had received a request from Jonathon Potskin for funding of an Executive MBA with Athabasca University. Jonathon has secured a position with the AIDS/HIV Network as its CEO and feels that he needs some business training. While the program falls under existing Education Funding Benefit Policy, the amount for tuition is about \$30,000 per year for 2 years plus travel costs for any electives.

- 1309-003 Trustees concurred with Paul that Jonathon should be given the funding for tuition and electives travel but that he should cover living costs and supplies.**

## 6. TRUST MATTERS

### 6.1 Reports

#### 6.1.1 Chair's Report

Brian's report will be under Company Issues. Walter asked if Brian has been able to bring himself up to speed on First Nations' history and Treaties. Brian replied that, while he did not feel that he was an expert, he had gathered a lot of information on these topics in the past and would continue to do so in the future.

#### 6.1.2 Trusts' Administrator's Report

Paul reported that, while he had been on vacation most of the Summer, he continued to receive beneficiary service calls and was able to process these.

Catherine explained the events that led to Paul Twinn going to Edgewood Treatment Centre on Vancouver Island. He still has to deal with his court case now that he has returned in order for the \$400 bail paid by her son, Sam, to be returned.

#### 6.1.3 Trustees' Reports

Nothing to report.

### 6.2 Scenarios Plan

Brian provided the initial draft of a document that summarizes the discussions that the Trustees held at the April, May and June meetings.

Brian has added a SWOT analysis to the document based on previous discussions with the Trustees.

Under Section 8 b) iii), Catherine suggested some changes in the language.

Brian raised the notion of building a community centre for the Sawridge First Nation as a goal for the Trusts. Trustees discussed this goal and also looked at the need for some project management expertise for the First Nation.

- 1309-004 Catherine will provide a draft of suggested changes to the language in Section 8 b) iii) of the Scenarios Plan.**
- 1309-005 Catherine will provide links to the YouTube videos on the need to separate political and economic spheres, on per capita distributions and on the need to have discussions from the PBLI workshop she attended recently in Vancouver.**
- 1309-006 Brian and the Trustees will continue to work on the Scenarios Plan.**
- 1309-007 Brian will provide an electronic version of the Scenarios Plan for emailing to the Trustees.**

## 6.3 Legal

### 6.3.1 *Court of Appeal and Application for Advice and Direction*

With the Trusts' appeal on costs was rejected by the Court of Appeal, the Trustees were advised by the legal team that it would not be advisable to appeal to the Supreme Court of Canada because of recent judgements that support the Courts' need to award costs in similar circumstances.

The Application for Advice and Direction will now need to be continued. The legal team has been trying to contact the solicitor for the Public Trustee to determine what the legal costs are and to work out a settlement that could help to reduce future court and legal costs from the Public Trustee.

One option is to reconsider the decision not to grandfather some of the potential beneficiaries to the 1985 Trust. Paul presented a case for permitting the grandfathering of all minors concerned with the 1985 Trust. This would include the 23 who are presently beneficiaries and the 8 who are excluded because of Bill C-31. Discussion followed in which Catherine felt that the Trustees should have a written proposal outlining the options for both the minors and the adults involved.

**1309-008 Paul will present a written proposal that lays out all the options for the Trustees to consider and that this decision be deferred to a 15 October 2013 meeting.**

### 6.3.2 *Contact with the Office of the Public Trustees*

Brian reminded the Trustees that during this negotiation phase and as a general rule, no one other than the legal team should have contact with the Office of the Public Trustee or its solicitor without the express permission of a majority of the Trustees.

### 6.3.3 *Catherine's Claim and Release*

Brian reported that Catherine, Gerry St. Germain and himself were in on-going meetings to try to resolve this issue and that he would report when there is a breakthrough.

## 6.4 Financial

### 6.4.1 *Financial Reports June, July and August 2013*

Paul presented the financial statements for June, July and August 2013. Catherine asked for an update on the legal fees to date.

**1309-009 Paul to provide Catherine with an update on legal fees expended to date.**

**2013-028 Moved by Clara, seconded by Catherine that the June, July and August 2013 financial reports be accepted as presented.**

**Carried, Unanimously.**

### 6.4.2 *Sawridge First Nation Legal Costs*

Paul raised the question of the Sawridge First Nation legal costs presented last year and held in abeyance pending the Court of Appeal decision on costs. Since the Trusts' case was dismissed and the legal costs of the Public Trustee will now have to be paid, there seems to be no impediment to paying the Sawridge First Nation legal costs as previously agreed. The present amount owing is \$26597.03.

**2013-029 Moved by Bertha, seconded by Clara that the Sawridge First Nation legal costs be approved for payment.**

**Carried, 3 in favour, Catherine opposed.**

## **7. COMPANY ISSUES**

### **7.1 Company Flash Report, August 2013**

Brian reported that the Companies are doing well and are well ahead of the 2013 budget. The Slave Lake Mall Atrium is being removed. Walter asked if costs for this were being shared between the Companies and the Town and if there would be a drive-in teller. Brian reported that the costs of separating the buildings was being shared by the Company and the Town and that there would be no drive-in teller because of security concerns for people using the teller.

Brian reported that the Leduc Project is moving ahead and that the land which had been designated as recreational land by the City of Leduc has now been sold to the City. Catherine asked if there was a restrictive covenant on the sale that would restrict Leduc's use of the land for any purpose other than recreation.

**1309-010     Brian will check to see if there is a restrictive covenant on the sale of the recreational lands to the City of Leduc.**

Trustees asked about the pictures of the developments at the Sawridge Inn-Jasper. The decor seemed to be incompatible with the current decor of the hotel.

**1309-011     Brian will check with the Companies about this apparent change in decor for the Sawridge Inn-Jasper.**

### **7.2 Annual Interest Waivers**

Paul presented a copy of the interest waivers proposed by Sawridge Management Corp. The changes include a limitation on the amount that the Trusts can draw on an annual basis to \$1,000,000 per Holding Company for three years from 2013-2015. This waiver will facilitate bank financing negotiations.

**2013-030     Moved by Catherine, seconded by Clara that the 2013-2015 Interest Waiver resolution be approved and signed.**

**Carried, Unanimously.**

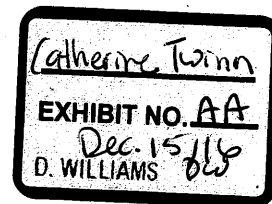
## **8. NEXT MEETING AND ADJOURNMENT**

The next meeting will be Tuesday, 15 October 2013 at 10:00 AM at the Sawridge Inn Edmonton South. Brian declared the meeting adjourned at 3:31 PM. Walter read a closing prayer.

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Brian Heidecker, Chair





## TRUSTEE MEETING MINUTES

Sawridge Inn Edmonton South, Edmonton  
18 September 2012

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Roland Twinn, Walter Twin.

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator;

**Recorder:** Paul Bujold

### 1. OPENING

Brian called the meeting to order at 10:00 AM. The opening prayer was led by Walter.

### 2. AGENDA

Trustees reviewed the agenda for the meeting. Brian noted that Catherine Twinn would not be able to attend the meeting until 12:00 PM so some items on the agenda would be delayed so that they could be dealt with when Catherine was present. At noon, Catherine advised Brian that she would not be able to attend the meeting.

**2012-031 Moved by Roland, seconded by Clara that the agenda be accepted as presented.**  
**Carried, Unanimously.**

### 3. MINUTES

The minutes of the meeting held 13 July 2012 were presented. Roland noted that the second sentence in section 6.3.3. should read "Some trustees..."

**2012-032 Moved by Clara, seconded by Walter that the minutes of 13 July 2012 be approved as amended.**  
**Carried, Unanimously.**

The minutes of the meeting held 21 August 2012 were presented. Roland stated that the Appendix to the minutes entitled "Recommendation, Sawridge Trustee Succession, In Light of the June 12, 2012 Findings of Justice Denny Thomas" should be attributed to Catherine Twinn.

**2012-033 Moved by Roland, seconded by Clara that the minutes of 21 August 2012 be approved as amended.**  
**Carried, Unanimously.**

### 4. ACTION ITEMS

Paul reviewed the Action Items with the Trustees.

### 5. BENEFICIARIES

#### 5.1 Request for Funding for Jean Potskin's 90<sup>th</sup> Birthday

The Trustees received a request from Jonathon Potskin that the Trusts and the Sawridge First Nation jointly provide funding of \$1,877.50 for his grandmother's 90<sup>th</sup> birthday celebration.

## Trustee Meeting Minutes, 18 September 2012

Trustees noted that they had not provided this kind of funding in the past and that there was no benefit program set up to cover this type of expense.

- 2012-034 Moved by Roland, seconded by Clara that Jonathon Potskin's request for \$1,877.50 in funding for Jean Potskin's 90<sup>th</sup> birthday be denied.**

**Carried, Unanimously.**

### **5.2 Request for Assistance for Home Repairs**

Trustees received a request from Elizabeth Poitras for \$1,000 to fund her home repairs. Trustees noted that there is not benefit set up to cover home repairs at the moment.

- 2012-035 Moved by Clara, seconded by Roland that Elizabeth Poitras' request for funding of \$1,000 for home repairs be denied.**

**Carried, Unanimously.**

## **6. TRUST MATTERS**

### **6.1 Reports**

#### *6.1.1 Chair's Report*

Brian reported that he will be attending two workshops presented by the Pacific Business and Law Institute in Edmonton: the First Nation Tax and Business Structures Forum and First Nation Trusts Forum, 7, 8 and 9 November 2012. Brian asked if any of the Trustees would also like to attend these workshops. Bertha and Clara indicated that they would like to attend.

- 1209-001 Paul will register Bertha and Clara to attend the Pacific Business and Law Institute in Edmonton: the First Nation Tax and Business Structures Forum and First Nation Trusts Forum, 7, 8 and 9 November 2012.**

#### *6.1.2 Trusts' Administrator's Report*

Paul presented the Administrator's Report to the Trustees and reviewed his actions during the past two months.

### **6.2 Legal**

#### *6.2.1 Court Order and Appeal in the Application for Advice and Direction*

As of the meeting date, Justice Thomas had not yet issued an order from the Application for Advice and Direction filed by the Public Trustee for which Justice Thomas has issued a decision on 12 June 2012. Until the order is issued, the Trusts cannot proceed with its appeal.

#### *6.2.2 Trustee Fees*

Paul presented a report and recommendation on the setting of Trustee fees in the future. Trustees discussed the report and made some suggestions regarding information that they would like to see in a final policy. These included:

- A clear definition of the conditions under which the retainer would be issued, including frequency of payments and the number of meetings that must be attended before the retainer will be issued.
- A clear definition of what is covered by the retainer and per-meeting fees paid to the Trustee.
- A clear policy on travel time and an amount determined for time spent travelling to and from meetings.
- A clear indication of how Trustee expenses will be paid and maximums allowable.

## Trustee Meeting Minutes, 18 September 2012

- A method of eliminating 'double-dipping' if similar remuneration is being received from another agency for the same meeting.

**1209-002 Paul will develop a Trustee fee policy for consideration at the next meeting and will bring travel expense forms for Trustees to fill out for expenses to date.**

### *6.2.3 Trustee Succession Planning*

Catherine had asked that Paul collect information on the fees of a number of lawyers in anticipation of submitting her proposal for Trustee succession presented at the last meeting to one of these lawyers for a legal opinion. Trustees discussed the rights of an individual Trustee in initiating legal actions in light of the requirement in the Trust Deeds for a majority of 50% for all actions initiated by Trustees on behalf of the Trusts.

**2012-036 Moved by Roland, seconded by Walter that the Trustees reconfirm their policy that all contact with lawyers, consultants and other advisors be initiated only through the Trusts' Administrator for all work relating to the Trusts for which the Trusts are expected to pay and that all actions with lawyers, consultants and other advisors on behalf of the Trusts first be approved by a majority of the Trustees before being initiated. Paul will send out a letter to the various lawyers, consultants and advisors concerned.**

**Carried, Unanimously.**

## **6.3 Financial**

### *6.3.1 Financial Reports*

Paul reviewed the financial reports for July and August 2012 with the Trustees.

**2012-037 Moved by Bertha, seconded by Clara that the financial reports for July and August 2012 be accepted as presented.**

**Carried, Unanimously.**

### *6.3.2 Sawridge First Nation Legal Bills*

Trustees reviewed a legal opinion prepared by Doris Bonora on the payment of the legal costs of the Sawridge First Nation in the Application for Advice and Direction action before the Courts by the Trusts. In her opinion, Doris stated that paying the legal costs of the First Nation may make the Appeal being filed against paying the costs of the Public Trustee in this Court action difficult.

**1209-003 In keeping with the legal opinion provided by Doris Bonora on not paying the legal costs of the Sawridge First Nation in the Application for Advice and Direction, Trustees decided not to pay the invoices submitted by the Sawridge First Nation for legal costs incurred to date.**

## **7. COMPANY ISSUES**

### **7.1 New By-Laws for Company Re-Organization**

The trustees reviewed a new set of by-laws for the Companies sent by the corporate solicitor, Trevor Reddekopp of Ogilvie, LLP to complete the corporate re-organization approved in 2011 by the Trustees. Donovan Waters has reviewed the new by-laws and resolutions that the Trustees are being asked to sign and has provided an opinion that these documents are in keeping with trust law and with the intent of the Trusts.

**2012-038 Moved by Roland, seconded by Clara that the new by-laws and resolutions and partnership agreement be approved and signed by the Trustees.**

**Carried, Unanimously.**

## **7.2 Sale of Slave Lake Hotel**

Brian reported that the sale of the Slave Lake hotel went smoothly and that the sale closed without incident on 10 September 2012. All the accounts were transferred to Edmonton corporate office and all the mementos were collected and handed over to the Sawridge First Nation. Roland and Bertha pointed out that there were still some mementos had not been included. Signed hockey jerseys in the bar and prints of Walter Twinn in some of the rooms still remained.

The bank financing the sale has asked for a release of encumbrances letter from the Trusts.

**1209-004 Brian will request John MacNutt to obtain the remaining mementos in the Slave Lake Hotel.**

**2012-039 Moved by Walter, seconded by Bertha that Clara be designated to sign the release of encumbrances letter.**

**Carried, 3 in favour, Roland abstained since he was opposed to the sale of the hotel in the first instance.**

## **7.3 Reinvestment of Proceeds from Sale**

The sale of the Slave Lake hotel netted close to \$10 million. The Sawridge Group, as reported at the Annual General Meeting, was considering the development of a suites hotel in Ft. McMurray. Bank financing had been secured for this project but the proceeds from the sale of the Slave Lake hotel will permit the project to be fully funded by the Sawridge Group. The suites hotel will be built in the Tiaga Industrial Park, north of the city, and will have 150 suites. In addition, the new hotel will have a buffet type restaurant and a small concession store. Once plans for the project have been developed they will be brought back to the Trustees for final approval.

## **7.4 Retreat**

Brian notified the Trustees that the previous dates proposed for a Trustee-Director retreat at the end of October and the beginning of November will not work.

**1209-005 Trustees proposed new dates for the retreat for 7, 8 December 2012, 14, 15 December 2012 and 11, 12 January 2013 in Ft. McMurray.**

## **7.5 Report on Company Activity**

Brian reported that there has finally been an insurance settlement on the damages to the mall caused during the Slave Lake Fire. About \$1.1 million was received enabling the Sawridge Group to go ahead with repairs to the mall and obtain new tenants once clearance has been received from the Town on building permits.

In August, the companies generated income of \$6.1 million, higher than the \$4.8 million budgeted.

The Travel Centre has lost revenue compared to the budget because of poor fuel margins. The Travel Centre has to buy its fuel outright while other dealers in Town only receive fuel on consignment. The Sawridge Group is reviewing eliminating all-night service and other options to reduce costs.

Capital expenditure has been made for repair of an elevator at the Edmonton hotel; renovations in Peace River and Ft. McMurray have been completed; heating and ventilation in the Travel Centre has been undertaken and some repairs to the Mall have been commenced.

The development of the Leduc property is proceeding well.



## **Trustee Meeting Minutes, 18 September 2012**

### **8. NEXT MEETING AND ADJOURNMENT**

The next meeting will be in Edmonton on Tuesday, 16 October 2012 from 10:00 AM to 4:00 PM.

Brian declared the meeting adjourned at 2:15 PM

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Brian Heidecker, Chair



## TRUSTEE MEETING MINUTES

Sawridge Inn Edmonton South, Edmonton  
14 February 2012

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Roland Twinn, Walter F. Twin

Catherine Twinn 12:30 PM

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator;

**Recorder:** Paul Bujold

### 1. OPENING AND PRAYER

Brian called the meeting to order at 11:20 AM and opened the meeting with a prayer led by Walter.

### 2. AGENDA

Trustees reviewed the agenda for the meeting.

**2012-002** Moved by Clara, seconded by Roland that the agenda be accepted as presented.  
Carried Unanimously.

### 3. MINUTES

Trustees reviewed the minutes for 15 November 2011 and 9 January 2012.

**2012-003** Moved by Roland, seconded by Clara that the minutes be accepted as presented.  
Carried Unanimously.

### 4. BUSINESS ARISING

Paul reviewed the Action Items with the Trustees.

**1202-001** Paul will remove item 1103-002 regarding Jasper land from Action Items since no record could be found by the Companies on this issue.

**1202-002** Paul will research herbal treatments that could be covered by the Trusts health benefits and the costs for review by the Trustees prior to developing a policy on herbal treatments.

### 5. BENEFICIARIES

#### 5.1 Confirmation of Trustees' decision to extend Income Support Benefits

Trustees reviewed a decision taken by telephone poll on 18 October 2011 to extend the Income Replacement Benefit to include coverage for health treatment and sick-leave as well as addictions treatment and mental health treatment.

**1202-003** Paul will research possible presentations for the Trustees on addictions enabling and will report back to the trustees on possible speakers and times.

## 6. TRUST MATTERS

### 6.1 Reports

#### 6.1.1 *Trusts' Administrator's Report*

Paul reviewed his actions over the last month. He reported that in order to adjust the equity balances in the Trusts' accounts, it will be necessary to do a consolidated financial statement for the Trusts and the Companies for 2011. Eileen Key has been asked to do this consolidation and the Companies will be requested to provide a copy of their 2011 Financial Statements prepared by Deloitte.

#### 6.1.2 *Trusts' Administrator's Performance Review*

All Trustees except Catherine submitted a performance review for Paul. Trustees suggested that Paul connect to the Government of Alberta's Active Engagement website (<http://goa.activeengagement.org/overview/>) to improve listening and understanding skills and consider attending the Blue Quills "Understanding the Impact of residential Schools on Families, Addictions, Violence and Crime" presentation on 26-27 March 2012 at the University of Alberta.

**2012-004 Moved by Clara, seconded by Bertha that Paul receive a pay increment of \$10,000 beginning on 1 January 2012.**

**Carried, Unanimously.**

#### 6.1.3 *Trustees*

Roland reported that the Sawridge First Nation has hired someone to fill the joint position with the Trusts that will help to coordinate benefits. Carrie cardinal has been hired for the position.

**1202-004 Paul will coordinate with Mike McKinney to provide training for this person and will arrange for the shared costs for the position.**

### 6.2 Legal

#### 6.2.1 *Legal Questions for Trustee Direction*

Paul presented two questions raised by the legal team for the Trustees' direction on the Application for Advice and Direction before the Court. The two questions arose at the last meeting but Trustees made no decision on these questions. In order to prepare their case, the members of the legal team consulted with Brian and Paul and have some recommendations for the Trustees to consider.

##### 6.2.1.1 *Grandfathering*

The legal team is recommending that there be no grandfathering for the 1985 Trust (see attached report)

**2012-005 Moved by Catherine, seconded by Roland that the Trustees have sought the advice and direction of the Court on the beneficiary definition in the 1985 Trust and therefore it would be improper at this time to include some categories of persons as beneficiaries.**

**Carried, 4 in favour, Walter abstaining.**

##### 6.2.1.2 *Polling the Parents*

The legal team is recommending that parents of the affected minor beneficiaries not be polled on their support for the proposed changes to the definition of beneficiaries for the 1985 Trust.

## Trustee Meeting Minutes, 14 February 2012

**1202-005 Trustees agreed that parents should not be polled on this topic.**

### **6.3 Financial**

#### *6.3.1 Financial Reports November 2011, December 2011 and January 2012*

Trustees reviewed the financial reports for the past three months.

**2012-006 Moved by Clara, seconded by Bertha that the November 2011, December 2011 and January 2012 financial Reports be accepted as presented.**

**Carried Unanimously.**

## **7. COMPANY ISSUES**

### **7.1 Company Re-organization**

Brian reported on the Companies' projected financial performance for 2011 and on progress in the company re-organization. Documents relating to the re-organization were provided to the trustees for their review.

Company financial performance for 2011 is projected to have an EBITDA of 2.6 million over 2010.

A succession plan for John MacNutt is in progress but it is a challenge in a small company to find someone internal to the organization to succeed the CEO. Directors are considering their own succession plan and it is expected that there will be some changes to the Board presented at the AGM in June. Trustees will have to select replacement Directors once they are informed who will be leaving and what skill sets are needed for the replacement Directors.

The Company Strategic Plan is still in process with plans to continue diversifying investments and expanding involvement in the oil and gas industry through the airport investment and the Fort McMurray investment. Development of the Sawridge Edmonton South site is awaiting improvements in the Edmonton market. Branding plans were put on hold, other than what had already been done, during the economic down-turn. Aboriginal recruitment and retention has mainly focussed on the two Sawridge First Nation members who have been interning with the Company.

The Company is still dealing with the impact of the Slave Lake fires. The Mall is still with the insurance adjusters and the Provincial fund. The town building will be separated from the Mall and a passage will be created for a drive-through banking access for the Scotiabank.

The company re-Organization is proceeding apace. Estimates listed in some documents will be updated as CCRA responds to the changes being implemented.

## **8. NEXT MEETING AND ADJOURNMENT**

Walter led the prayer to close the meeting. The next meeting will be in Edmonton on Tuesday, 20 March 2012.

Brian declared the meeting adjourned at 2:50 PM

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Brian Heidecker, Chair

## **APPLICATION FOR ADVICE AND DIRECTION LEGAL ISSUES**

**14 February 2012**

### **GRANDFATHERING**

In earlier discussions on the Application for Advice and Direction on the 1985 Trust, Trustees had discussed the possibility of 'grandfathering' beneficiaries of the 1985 Trust who would be excluded as beneficiaries if the definition of beneficiaries in the 1985 Trust was revised to be more like the definition of beneficiaries in the 1986 Trust. The decision at the time was not to recommend 'grandfathering' since most of the affected beneficiaries would either continue to be covered as dependants of existing beneficiaries for most benefits or could apply to the First Nation for membership and had a likelihood of being favourably considered by the First Nation.

During our meeting with the Office of the Public Trustee, counsel for the Public Trustee again raised the issue of 'grandfathering' as a way to protect affected minor beneficiaries and suggested that the trusts consider including 'grandfathering' these minor beneficiaries in Application for Advice and Direction.

This issue was raised with the Trustees at the 9 January 2012 meeting but not resolved. After the trustee meeting, the legal team met with Paul and Brian to further discuss this issue. During that discussion, it became apparent that opening up the issue of 'grandfathering' could open both the Sawridge trusts and the Sawridge First Nation to a number of on-going problems:

- Would only the affected minor beneficiaries be included in this 'grandfathering' or would the affected adults also be included?
- Would including a number of 'grandfathered' beneficiaries open up the floodgates to other potential beneficiaries seeking beneficiary status?"
- Would those 'grandfathered' try to use this inclusion in future legal actions challenging the right of the Sawridge First Nation to determine its own membership?
- Would those not 'grandfathered' also try to use the fact that they had not been included under the Trust in legal challenges to the 1985 Trust?
- Would 'grandfathering' simply perpetuate the discrimination that the Application for Advice and Direction is trying to correct?

During our discussions with former Justice Maurice Cullity, it was pointed out that the 1985 Trust was meant to be a transition trust to protect assets while the constitutional court challenge to Bill C-31 was being decided. The intent was to merge the two Trusts and have the same class of beneficiaries as under the 1986 Trust in the combined Trust, that is, beneficiaries would be members of the Sawridge First Nation.

Given these questions and the information we have gathered on the history of the Trusts, the legal team is recommending that we do not 'grandfather' any affected beneficiaries from the current definition in the 1985 Trust and seeks the advice of the Trustees on this question.

### **ASKING PARENTS FOR LETTERS OF SUPPORT**

At the 9 January 2012 Trustee meeting, the possibility was raised of asking parents of minor beneficiaries who would be excluded if the definition of beneficiaries of the 1985 Trust was changed to be more like the definition of beneficiaries in the 1986 Trust to provide letters of support saying that they were in support of this move by the Trusts. Some Trustees felt that since there are some who have negative views on the Trusts, such a move may be difficult.

## **Trustee Meeting Minutes, 14 February 2012**

After the Trustee meeting, the legal team discussed this issue with Paul and Brian and raised a number of issues that may affect whether or not we undertake to get these letters of support.

- Should parents of affected minors be put in the position of having to decide whether to agree to the removal of legal rights possessed by their children, a proposition which on its face should be unacceptable?
- Would asking for letters of support or affidavits from parents open up the possibility of having these parents cross-examined by intervening parties in the Application for Advice and Direction, potentially raising the issue of membership and prolonging the process?
- If we could not get all affected parents to participate, would this raise questions about those parents who are not in favour of the move to change the definition of beneficiaries in the 1985 Trust?
- Would asking parents to participate raise the likelihood of negative backlash on the part of the parents or their children prior to the Accounting to Beneficiaries scheduled to take place after the completion of this Court Application?
- After discussing this issue, the legal team recommends not asking parents for letters or affidavits of support and seeks the advice of the Trustees on this question.





## TRUSTEE MEETING MINUTES

Sawridge Inn Edmonton South, Edmonton  
17 September 2013

**Attendees:** Bertha L'Hirondelle, Clara Midbo, Catherine Twinn, Walter Felix Twin.

**Apologies:** Roland Twinn, ill.

**Guests:** Brian Heidecker, Chair; Paul Bujold, Trusts Administrator;

**Recorder:** Paul Bujold

### 1. OPENING

Brian called the meeting to order at 10:06 AM. The opening prayer was led by Walter.

### 2. AGENDA

Trustees reviewed the agenda for the meeting. Item 7.2 was added to approve the Annual Waivers of Interest for the Companies.

**2013-026 Moved by Clara, seconded by Bertha that the agenda be accepted as amended.**  
**Carried, Unanimously.**

### 3. MINUTES

The minutes of the meeting held 18 June 2013 were reviewed.

**2013-027 Moved by Catherine, seconded by Clara to approved minutes of 18 June 2013 as presented.**  
**Carried, Unanimously.**

### 4. ACTION ITEMS

#### 2013-019 Pure North S'Energy

Catherine reported that she had called Pure North about its program. She reported that the rules have changed and that there is now an entry fee of \$1,200 expect for those under 18 years of age, those over 18 years who are students or earn less than \$25,000 per year or live on a Reserve. Pure North will provide Catherine with Clinics in Edmonton, St. Albert and Slave Lake expected by the end of October.

**1309-001 Catherine will provide the Pure North clinic dates to Paul so that these can be shared with the beneficiaries.**

#### 1306-002 Counselling Benefit Proposal

Catherine asked if Paul had been able to collect any self-assessment tools for the beneficiaries. Paul reported that he had reviewed some, including the ACE questionnaire but that he had not collected any others.

**1309-002 Catherine will provide Paul with copies of the counselling self-assessments she has collected.**

## 5. BENEFICIARIES

### 5.1 Education

Paul reported that he had received a request from Jonathon Potskin for funding of an Executive MBA with Athabasca University. Jonathon has secured a position with the AIDS/HIV Network as its CEO and feels that he needs some business training. While the program falls under existing Education Funding Benefit Policy, the amount for tuition is about \$30,000 per year for 2 years plus travel costs for any electives.

- 1309-003 Trustees concurred with Paul that Jonathon should be given the funding for tuition and electives travel but that he should cover living costs and supplies.**

## 6. TRUST MATTERS

### 6.1 Reports

#### 6.1.1 *Chair's Report*

Brian's report will be under Company Issues. Walter asked if Brian has been able to bring himself up to speed on First Nations' history and Treaties. Brian replied that, while he did not feel that he was an expert, he had gathered a lot of information on these topics in the past and would continue to do so in the future.

#### 6.1.2 *Trusts' Administrator's Report*

Paul reported that, while he had been on vacation most of the Summer, he continued to receive beneficiary service calls and was able to process these.

Catherine explained the events that led to Paul Twinn going to Edgewood Treatment Centre on Vancouver Island. He still has to deal with his court case now that he has returned in order for the \$400 bail paid by her son, Sam, to be returned.

#### 6.1.3 *Trustees' Reports*

Nothing to report.

### 6.2 Scenarios Plan

Brian provided the initial draft of a document that summarizes the discussions that the Trustees held at the April, May and June meetings.

Brian has added a SWOT analysis to the document based on previous discussions with the Trustees.

Under Section 8 b) iii), Catherine suggested some changes in the language.

Brian raised the notion of building a community centre for the Sawridge First Nation as a goal for the Trusts. Trustees discussed this goal and also looked at the need for some project management expertise for the First Nation.

- 1309-004 Catherine will provide a draft of suggested changes to the language in Section 8 b) iii) of the Scenarios Plan.**
- 1309-005 Catherine will provide links to the YouTube videos on the need to separate political and economic spheres, on per capita distributions and on the need to have discussions from the PBLI workshop she attended recently in Vancouver.**
- 1309-006 Brian and the Trustees will continue to work on the Scenarios Plan.**
- 1309-007 Brian will provide an electronic version of the Scenarios Plan for emailing to the Trustees.**

## 6.3 Legal

### 6.3.1 *Court of Appeal and Application for Advice and Direction*

With the Trusts' appeal on costs was rejected by the Court of Appeal, the Trustees were advised by the legal team that it would not be advisable to appeal to the Supreme Court of Canada because of recent judgements that support the Courts' need to award costs in similar circumstances.

The Application for Advice and Direction will now need to be continued. The legal team has been trying to contact the solicitor for the Public Trustee to determine what the legal costs are and to work out a settlement that could help to reduce future court and legal costs from the Public Trustee.

One option is to reconsider the decision not to grandfather some of the potential beneficiaries to the 1985 Trust. Paul presented a case for permitting the grandfathering of all minors concerned with the 1985 Trust. This would include the 23 who are presently beneficiaries and the 8 who are excluded because of Bill C-31. Discussion followed in which Catherine felt that the Trustees should have a written proposal outlining the options for both the minors and the adults involved.

**1309-008 Paul will present a written proposal that lays out all the options for the Trustees to consider and that this decision be deferred to a 15 October 2013 meeting.**

### 6.3.2 *Contact with the Office of the Public Trustees*

Brian reminded the Trustees that during this negotiation phase and as a general rule, no one other than the legal team should have contact with the Office of the Public Trustee or its solicitor without the express permission of a majority of the Trustees.

### 6.3.3 *Catherine's Claim and Release*

Brian reported that Catherine, Gerry St. Germain and himself were in on-going meetings to try to resolve this issue and that he would report when there is a breakthrough.

## 6.4 Financial

### 6.4.1 *Financial Reports June, July and August 2013*

Paul presented the financial statements for June, July and August 2013. Catherine asked for an update on the legal fees to date.

**1309-009 Paul to provide Catherine with an update on legal fees expended to date.**

**2013-028 Moved by Clara, seconded by Catherine that the June, July and August 2013 financial reports be accepted as presented.**

**Carried, Unanimously.**

### 6.4.2 *Sawridge First Nation Legal Costs*

Paul raised the question of the Sawridge First Nation legal costs presented last year and held in abeyance pending the Court of Appeal decision on costs. Since the Trusts' case was dismissed and the legal costs of the Public Trustee will now have to be paid, there seems to be no impediment to paying the Sawridge First Nation legal costs as previously agreed. The present amount owing is \$26597.03.

**2013-029 Moved by Bertha, seconded by Clara that the Sawridge First Nation legal costs be approved for payment.**

**Carried, 3 in favour, Catherine opposed.**

## **7. COMPANY ISSUES**

### **7.1 Company Flash Report, August 2013**

Brian reported that the Companies are doing well and are well ahead of the 2013 budget. The Slave Lake Mall Atrium is being removed. Walter asked if costs for this were being shared between the Companies and the Town and if there would be a drive-in teller. Brian reported that the costs of separating the buildings was being shared by the Company and the Town and that there would be no drive-in teller because of security concerns for people using the teller.

Brian reported that the Leduc Project is moving ahead and that the land which had been designated as recreational land by the City of Leduc has now been sold to the City. Catherine asked if there was a restrictive covenant on the sale that would restrict Leduc's use of the land for any purpose other than recreation.

- 1309-010     Brian will check to see if there is a restrictive covenant on the sale of the recreational lands to the City of Leduc.**

Trustees asked about the pictures of the developments at the Sawridge Inn-Jasper. The decor seemed to be incompatible with the current decor of the hotel.

- 1309-011     Brian will check with the Companies about this apparent change in decor for the Sawridge Inn-Jasper.**

### **7.2 Annual Interest Waivers**

Paul presented a copy of the interest waivers proposed by Sawridge Management Corp. The changes include a limitation on the amount that the Trusts can draw on an annual basis to \$1,000,000 per Holding Company for three years from 2013-2015. This waiver will facilitate bank financing negotiations.

- 2013-030     Moved by Catherine, seconded by Clara that the 2013-2015 Interest Waiver resolution be approved and signed.**

**Carried, Unanimously.**

## **8. NEXT MEETING AND ADJOURNMENT**

The next meeting will be Tuesday, 15 October 2013 at 10:00 AM at the Sawridge Inn Edmonton South.

Brian declared the meeting adjourned at 3:31 PM. Walter read a closing prayer.

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Brian Heidecker, Chair

This is Exhibit "aa" referred to in the  
Affidavit of

Paul Busold

Sworn before me this 15<sup>th</sup> day

of February A.D., 20 17



A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

10 I act as agent for Mr. Glancy?  
11 THE COURT: Of course. With his consent, of  
12 course.  
13 MR. MEEHAN: With his consent.  
14 MR. FAULDS: And at his request.  
15 THE COURT: Mr. Faulds?  
16 MR. FAULDS: Thank you, My Lord.  
17 MR. TWINN CROSS-EXAMINED FURTHER BY MR. FAULDS:  
18 Q Chief Twinn, when we broke at the end of yesterday, you  
19 had in front of you two documents. They were  
20 Exhibits 92(E), and I believe it was 92(G).  
21 THE COURT: G and E?  
22 MR. FAULDS: E and G.  
23 Q MR. FAULDS: Now, Chief Twinn, just to keep  
24 things straight, 92(E), I understand, is -- I'll call it  
25 the 1985 trust which did not include the Bill C-31 people  
26 as beneficiaries, and 92(G) is the 1986 trust which would  
03949:01 include the Bill C-31 people as beneficiaries.  
02 What I was asking you about at the  
03 end of the day was, as far as you can recall, were these  
04 two trusts supposed to exist side by side? Were there  
05 supposed to be two trusts?  
06 A No. The second trust was made after that, after the '85  
07 trust. I think the '86 was made after the '85.  
08 Q Was every asset held by the 1985 trust supposed to be  
09 placed into the 1986 trust?  
10 A Probably everything, unless there was some new company  
11 that had been -- between '85 and the '86 was made. I  
12 don't know that off the top of my head.  
13 Q But the intention was that the 1985 trust no longer be  
14 effective and that everything be in the 1986 trust?  
15 A That's right.  
16 THE COURT: So it's a substitution.  
17 THE WITNESS: That's right.  
18 Q MR. FAULDS: And it appears that with the  
19 exception of the documents that Mr. Henderson pointed  
20 out, that is, Document 92(K), which was a trust  
21 declaration over Plaza Food Fare Inc., we don't have any  
22 records or documents of the assets actually being placed  
23 into the 1986 trust. That's correct?  
24 A That could be correct.  
25 Q But that was the intention?  
26 A That's the intention.  
03950:01 Q And if we can look at the back page of Exhibit 92(G), the  
02 second last page, page 8, that would be your signature as  
03 the settlor under A there?

This is Exhibit "bb" referred to in the  
Affidavit of

Paul Bujold

Sworn before me this 15<sup>th</sup> day

of February A.D., 20 17

[Signature]

A Notary Public, A Commissioner for Oaths  
in and for the Province of Alberta

TAYLOR J. WATTS  
Student-at-Law

**CATHERINE TWINN, as Trustee for the 1985 Trust and the 1986 Trust v. ROLAND TWINN, BERTHA L'HIRONDELLE, EVERETT JUSTIN TWIN and MARGARET WARD, as Trustees for the 1985 Trust and 1986 Trust**

**ACTION NO. 1103 14112 & 1403 04885**

**FILE NO. 144194/KAP**

**WRITTEN INTERROGATORIES FOR CATHERINE TWINN ARISING FROM ANSWERS TO UNDERTAKINGS IN ACTION NO. 1103 14112 & ACTION NO. 1403 04885**

U/T NO.	PAGE/LINE	UNDERTAKING & RESPONSE	STATUS
Examined By Nancy Cumming and also on behalf of Doris Bonora			
2.	29/10-27 to 31/1-13	<p>This document relates to the Trust dating back to 1985 an undertaking was given in the 1103 Action by Paul Bujold to ask Ms. Twinn if she had records.</p> <p>2. Requests were made and neither was answered. Can Ms. Twinn tell us:</p> <p>a) Does she have documents other than those that were provided in these undertakings that relate to the 1985 Trust? If so, produce them.</p> <p>RESPONSE: [Jan-24-2017] Overly broad, unreasonable, irrelevant.</p>	Complete
3.	35/10-27 to 51/1-4	<p>Please explain the last 3 paragraphs listed in undertaking no. 3 and how these 3 paragraphs relate to the requested undertaking. Further, the undertaking was to produce the membership committee meeting minutes. If Ms. Twinn has such minutes, produce them.</p> <p>RESPONSE: [Jan-24-2017] With respect to the 1st question in the 1st sentence, this was an administrative error during the compiling of the Undertakings. With respect to the 2nd question in the 2nd sentence, the Sawridge Band (First Nation) – under the orders of Trustee Roland Twinn – refused to provide me meeting materials including all Minutes he controls. Your client Roland Twinn can produce said Minutes. With respect to the 3rd question, Catherine Twinn, as already stated, has no Minutes to produce as none were provided despite her request for meeting materials.</p>	Complete
4.	57/7-27 to 59/1-27  Revised at Page 66/2	<p>Document no. CT004.001-.004 - Produce the handwritten notes and advise when the handwritten notes were prepared.</p> <p>RESPONSE: [Jan-24-2017] There are no handwritten notes. These meeting notes were prepared at the meeting on a lap top then finalized shortly thereafter.</p>	Complete
8.	93/6-27 to 94/1-5	<p>Produce the attachments to the January 8, 2014 email.</p> <p>RESPONSE: [Jan-24-2017] Attached.</p>	Complete
12.	100/22-27 to 102/1-3	<p>Did you advise the Trustees and/or the Chair that you were recording the meeting? Who prepared the transcript? Was the transcript edited by Ms. Twinn?</p> <p>RESPONSE: [Jan-24-2017] Not Specifically, the Chair, Administrator, and Trustees were aware of my requests that the Meetings be recorded; that a neutral, independent and unbiased recorder take notes and produce draft Minutes and that Paul Bujold share his raw notes immediately following each meeting which was refused.</p>	Complete



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14.	102/4-27 to 103/6-19	<p>In reference to the last line of paragraph 1 of document CT0014.001, what does it mean that Ms. Twinn opposed and/or abstained from the 6 motions? What was the position taken by Ms. Twinn on the motion as one cannot both abstain and oppose. In the last line of CT014.002, the memo says that "the Chair did not seek a seconder for her motion". Isn't it the case that no one chose to second the motion?</p> <p>RESPONSE: [Jan-24-2017] Clearly, from the Trust Minutes Register, Ms. Twinn was in a process of making up her mind and indeed, had asked questions, was awaiting answers and wanted to speak with Walter Felix Twin, Justin Twin and receive legal advice. Therefore, at the meeting, she was not able to determine whether she opposed or abstained. In the end, as is clear, she opposed the appointment of Justin Twin and was willing to sign Asset Transfers - never before required - if the appointment was separated from the Asset Transfer. With regard to the Chair, he did not ask for a seconder.</p>	Complete
15.	108/1-27 to 109/1-15	<p>Produce the document establishing that "the document was finalized by a motion of the Trustees".</p> <p>RESPONSE: [Jan-24-2017] The answer should have read, Catherine Twinn advised that Exhibit A shows a portion of the document relating to the Band office/Community Centre, the idea of which was effectively finalized by a motion of the Trustees, passed March 15, 2015, directing the Companies to pay the Band \$1.5 Million towards a portion of the said building, even though the Band is not a beneficiary. This benefit was forwarded by the Chair as a "Franchise Agreement" between the Sawridge Group of Companies and the Sawridge First Nation to deal with the present and future use of the Sawridge name." The Sawridge name was not shown to be owned by the Sawridge Band (First Nation) and the well-established evidence is that a Sawridge Creek runs through the Town of Slave Lake which used to be called Sawridge and the Sawridge Group of Companies have used the Sawridge name for decades. Typical of the Chair, there was no discussion or information permitted.</p>	Complete
16.	109/21-27 to 114/1-21	<p>Produce the "background material" that Ms. Twinn is referring to.</p> <p>RESPONSE: [Jan-25-2017] Unable to locate any materials at present. If find materials will produce.</p>	Complete

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26.	163/11-27 to 164/1-27	<p>Document CT026.001 does not answer the question. The question was to provide the notes. Please provide the notes.</p> <p>RESPONSE: [Jan-24-2017] Please find attached copies of Catherine's Notes from the following meetings:</p> <p>January 1, 2009, November 17, 2009, December 21, 2010, February 25, 2014, April 15, 2014, June 10, 2014, August 12, 2014, January 19, 2010, March 15, 2011, April 26, 2011, January 26, 2010, [CT026.002 to CT026.231]</p> <p>Please note that Catherine's Notes for the following Meetings have already been produced in the following Undertaking Answers:</p> <ol style="list-style-type: none"><li>1. Notes for November 17, 2009 – produced in UT #4;</li><li>2. Notes for February 22, 2010 – produced in UT #4;</li><li>3. Notes for December 21, 2010 – produced in UT #6;</li><li>4. Notes for January 21, 2014 – produced in UT #12;</li><li>5. Notes for February 25, 2014 – produced in UT #19;</li><li>6. Notes for April 15, 2014 – produced in UT #9;</li><li>7. Notes for December 15, 2009 – produced in UT #6 &amp; UT #42;</li><li>8. Notes for September 17, 2013 – produced in UT #52</li></ol>	Complete
28.	167/11-27 to 170/1-5	<p>Where and when did the meeting with Mr. Leginsky take place? What was discussed? Produce all emails/communications with Mr. Leginsky and Ms. Sayer.</p> <p>RESPONSE: [Jan-24-2017] One face to face meeting occurred in Edmonton. Very little was discussed. It was a social situation. Communications will not be produced, not relevant.</p>	Complete

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30.	199/19-27 to 200/1-15	<p>a) CT030.050 is "page 10 of 12". Produce the entire document.</p> <p>b) CT030.054 - Produce the handwritten notes.</p> <p>c) CT030.059 - .064 and CT030.065 - .071 - Who created these documents?</p> <p>d) CT030.087 - Produce attachments to the email to Donovan Waters</p> <p>e) CT030.099 - Did Ms. Twinn receive a reply? If so, advise what she was told and produce the reply.</p> <p>RESPONSE: [Jan-24-2017] (a) No, irrelevant;</p> <p>(b) None.</p> <p>(c) Ms. Twinn believes that Dan Martel, a consultant the Band hired to help fix its broken governance/Committee system. Counsel can confirm this with their client Roland Twinn.</p> <p>(d) <b>[Jan-25-2017]</b> Provided (CT030.114 – CT030.119 &amp; CT030.120 – CT030.122).</p> <p>(e) No record.</p>	Complete
34.	218/9-27 to 220/1-6	<p>a) Most of the information provided relates to Director succession. How does this relate to the proposal put forth in August 2012?</p> <p>b) CT034.008 - Did Ms. Twinn receive a response from Mr. Cullity? If so, advise what she was told and produce the response.</p> <p>c) CT034.031 - Produce the "outline of the proposal".</p> <p>RESPONSE: [Jan-24-2017] (a) Succession planning for both boards were under discussion hence the intertwined communications. Some Trustees, myself included, Directors and senior management were concerned about the removal of Sid Hanson and his replacement with someone Brian Heidecker had a relationship with and the process followed by Brian Heidecker.</p> <p>(b) No record.</p> <p>(c) Produced at CT034.033 and Brian Heidecker also has the attachment.</p>	Complete

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38.	237/14-27 to 239/1-24	Who created CT038.003? Produce the full document.  RESPONSE: [Jan-24-2017] The Text Message was produced at CT038.003. Catherine only has this text, she believes that she emailed it to herself.	Complete
39.	240/27 to 241/1-15	What is the wrong date referred to in paragraph 29(E) of the Affidavit? What is the correct date?  RESPONSE: [Jan-24-2017] The date September 14, 2014 should read September 17, 2014.	Complete
42.	245/21-27 to 246/1-16	CT042.006 - .016 - Produce the handwritten notes and advise when the handwritten notes were prepared.  RESPONSE: [Jan-24-2017] There are no handwritten notes.	Complete
46.	261/9-27 to 262/14-21	The documents do not answer the question. Please answer the question.  RESPONSE: [Jan-24-2017] The document does answer the question. Please read it closely.	Complete
47.	264/26-27 to 266/1-21	This question is relevant. The question stems from paragraph 29(I) of Ms. Twinn's Affidavit wherein she states that the "chief influences employment". It directly relates to the Affidavit and pages 265 and 266 of Ms. Twinn's transcript. Are you withdrawing that part of the Affidavit as being irrelevant? If not, please answer the question.  RESPONSE: [Jan-24-2017] Irrelevant to these proceedings.	Complete
49.	298/7-27 to 299/1	This question was not answered. Please answer the question. With respect to the last paragraph of the answer, please provide the "very principles we agreed would govern and measure our decision making". Provide the documents that relate to the principles and provide the documents that show the decision making. When was this agreed upon? Advise how the appointment of Peggy Ward was improper.  RESPONSE: [Jan-24-2017] Please see Undertaking 1, the Consensus Decision making document, the principles of which were rolled into the signed Code of Conduct. Documents that show the decision making have been provided and more exist with your client. The question of how Peggy Ward's appointment was improper has been answered.	Complete

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51.	342/6-27 to 341/1-3	There are no notes of meetings at CT026.001. Please produce the meeting notes.  RESPONSE: [Jan-24-2017] See answer under Interrogatory Question 9.	Complete
52.	343/16-27 to 343/1-4	The question posed seeks a timeframe and this was not answered. Please answer the question.  RESPONSE: [Jan-24-2017] On October 2, 2013, at 2:11 p.m. an email from Paul Bujold was received, attaching a written document titled "Proposals to Resolve Beneficiary Question", dated January 20, 2013. This written Proposal differed from the oral Proposal presented, without notice, by Paul Bujold and Brian Heidecker at the September 17, 2013 Trustee meeting. Ms. Twinn had specifically asked Paul Bujold at the September 17, 2013 to reduce into writing the oral Proposal he and Brian Heidecker had presented. The cover message in the October 2, 2013 email from Paul Bujold states:  <i>The attached document (also in Dropbox) is the proposal to deal with the negotiations with Janet Hutchinson, solicitor for the Public Trustee, and the Court on the question of minors and adults who currently have beneficial status with the 1985 Trust who would lose that status should the beneficiary definition be changed to match the 1986 Trust definition. This will be dealt with at the 15 October 2013 Trustee meeting.</i>	Complete
54.	361/2-27 to 363/1-17	Please clarify the "Response". It is clear in documents CT054.001 - .009 that Ms. Twinn asked for lists of beneficiaries and evidence regarding the merger of the Trusts. Those documents were provided. Thus, we do not understand the information that is provided as the "Response" in relation to undertaking 54. Please explain the "Response".  RESPONSE: [Jan-24-2017] Exactly as contained in CT054.001 to CT054.009.	Complete
59.	373/6-27 to 374/6-27	This document was not produced. Please produce the document.  RESPONSE: [Jan-24-2017] Please see attached email thread dated May 13, 2014. The document is numbered CT059.001 to CT059.002.	Complete
62.	383/4-27 to 384/1-14	Please identify the documents that are being referred to. It is not responsive to the undertaking to simply indicate that we should review all of the documents produced thus far, including the pleadings.  RESPONSE: [Jan-24-2017] No other documents other than what has already been produced.	Complete



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63.	388/13-27 to 389/1-4	Please point out where in document CT063.001 - .023 there is a reference that Ms. Twinn had retained McLennan Ross.  RESPONSE: [Jan-24-2017] The Notes indicate this at page CT063.016.	Complete
64.	390/23-27 to 394/1-13	Please provide a breakdown of hours spent and hourly rates and provide unredacted accounts.  RESPONSE: [Jan-24-2017] Not willing to provide.	Complete
65.	394/5-26	Please provide a breakdown of hours spent and hourly rates and provide unredacted accounts.  RESPONSE: [Jan-24-2017] Not willing to provide.	Complete
66.	398/12-24	Please provide an unredacted account and advise who paid the account.  RESPONSE: [Jan-24-2017] Ms. Twinn paid the account, she will not provide an unredacted account.	Complete
67.	398/25-27 to 399/1-14	We ask that you reconsider this request. As the Gilbert report has already been produced, we are entitled to receive all information/documents reviewed by Mr. Gilbert in preparation of his opinion. Please advise why the Gilbert report is privileged when it has already been produced.  RESPONSE: [Jan-24-2017] Not reconsidered.	Complete
69.	399/23-27 to 400/1-11	Please produce the source documents in respect of these assumptions.  RESPONSE: [Jan-24-2017] Irrelevant.	Complete
70.	400/12-27 to 402/1	The undertaking was to produce any instructions provided to Mr. Gilbert. Please produce the documents conveying the instructions.  RESPONSE: [Jan-24-2017] Cannot Locate.	Complete
71.	402/2-11	We ask that you consider this refusal. An expert must provide support information as we are entitled to see what information he accepted or rejected in formulating his opinion.  RESPONSE: [Jan-24-2017] Irrelevant.	Complete
73.	410/13-27 to 412/1-6	Please ask Mr. Gilbert how he arrived at his conclusion.  RESPONSE: [Jan-24-2017] No, it is apparent in his opinion.	Complete