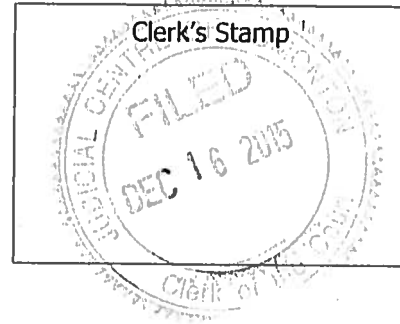


COURT FILE NO. 1103 14112 and 1403 04885
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



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

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 Trust"),

AND

IN THE MATTER OF THE SAWRIDGE TRUST
CREATED BY CHIEF WALTER PATRICK TWINN,
OF THE SAWRIDGE INDIAN BAND NO. 19,
AUGUST 15, 1986 (the "1986 Trust")

APPLICANT CATHERINE TWINN, as Trustee for the 1985 Trust and the 1986 Trust
RESPONDENTS ROLAND TWINN, BERTHA L'HIRONDELLE, EVERETT JUSTIN TWIN AND MARGARET
WARD, as Trustees for the 1985 Trust and the 1986 Trust

DOCUMENT **AFFIDAVIT OF CATHERINE TWINN**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McLENNAN ROSS LLP #600 West Chambers 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Lawyer: Karen A. Platten, Q.C. Telephone: (780) 482-9200 Fax: (780) 482-9102 Email: kplatten@mross.com File No.: 144194
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AFFIDAVIT OF CATHERINE TWINN

SWORN ON THE 15 DAY OF DECEMBER, 2015

I, Catherine Twinn, of the Sawridge Indian Reserve 150 G and the City of Edmonton, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a trustee of the Sawridge Band Inter Vivos Settlement, April 15, 1985 (the "1985 Trust") and the Sawridge Trust, August 15, 1986 (the "1986 Trust") (collectively referred to as the

"Trusts"), and, as such, have a personal knowledge of the matters hereinafter deposed to, save where stated to be based upon information and belief.

2. I was appointed as trustee of the 1985 Trust on December 18, 1986 and of the 1986 Trust on August 15, 1986. I have continuously maintained my position as a trustee since these appointments.

CONFLICT – COURT OF QUEEN'S BENCH ACTION NO. 1103 14112 (the "2011 Action")

3. Dentons LLP ("Dentons") and Reynolds Mirth Richards & Farmer LLP ("RMRF") presently represent the collective group of the trustees of the 1985 Trust in the 2011 Action. As such, I am one of their clients.
4. I have had longstanding concerns with the administration of the Trusts. These concerns generally arise from what I perceive to be a conflict of interest between the duties of the trustees of the Trusts and other various roles, powers, duties and relationships they hold within the Sawridge First Nation (the "Band"), which includes elected and appointed positions. One of my earliest concerns in relation to the 1985 Trust was that appropriate steps were not being taken to ascertain the beneficiaries of that trust. I had a similar concern in regards to the 1986 Trust, more particularly that the beneficiary list was not complete because persons who should qualify for Band membership, including those who are entitled, were not being fairly admitted into membership by the Band due to political and/or personal motivations. I recommended to the other trustees that we should use a tribunal to make decisions on beneficiary status for both Trusts, however, this recommendation, after a retired Justice was engaged, was rejected as the other trustees wanted to defer to the Band to make these decisions. As time has gone on, my concerns have only grown.
5. Historically many of the 5 trustee positions for the Trusts were held by elected officials of the Band. Presently, the Chief of the Band, Roland Twinn is a trustee of both Trusts. My concerns in this regard are set out in more particular detail in my Affidavit filed on September 3, 2015 in Court of Queen's Bench Action No. 1403 04885 (the "2014 Action"), and which Affidavit was subsequently filed in the 2011 Action on September 30, 2015. Since this particular Affidavit was prepared, I remain of the view that it is imperative that the Trusts have independent representation at the trustee level so that the management of the Trusts assets is not affected by improper motivations.
6. My particular concerns with the 2011 Action increased in 2012 after the June 12, 2012 decision of Justice Thomas in the 2011 Action (the "Decision"). To summarize some of the Decision, Justice Thomas appointed the Office of the Public Trustee of Alberta ("OPT") as litigation representative for impacted minor children, directing the OPT to ascertain how the proposed changes to the beneficiary designation would affect minors. This included all potential minor beneficiaries. The proposed new beneficiary definition was that a beneficiary would include only Band members. Given that beneficiary status, under the proposed variation, would solely be tied to Band membership, the OPT's mandate flowing from the Decision directed the OPT to examine and enable an evaluation of the Band membership rules and process and whether such are fair, reasonable, timely, unbiased, due process and Charter compliant. Justice Thomas also identified a structural conflict that existed in the trustee group by the fact that some of the trustees were or are in elected Band positions.
7. At the August 2012 trustee meeting, I provided a written recommendation to the trustees to address and cure the structural conflict identified by Justice Thomas in the Decision because it was my opinion that it was in the best interests of the beneficiaries that this conflict not exist. I proposed that all trustees resign, myself included, a proper process for our replacement be put in

place and an undertaking to the OPT to work honestly and collaboratively to thoroughly examine the Band system for ascertaining beneficiaries and implementing remedies. I believed this would be appropriate and minimize legal costs to the Trusts. The other trustees rejected my recommendation and in my view, increased their hostility towards me.

8. Given the increasingly divergent views between myself and the other trustees and my belief that the other trustees were not meeting their fiduciary duties to the beneficiaries of the Trusts, I requested, in September 2012, that the Trusts reimburse me for access to independent legal advice so that I could obtain counsel on my role and duties as a trustee. My request was denied by the other trustees.
9. I tried again in February 2013 to obtain trustee approval for independent legal advice for myself. I did this by proposing a resolution at a trustee meeting that would enable me or any other trustee access to legal advice. None of the other trustees would second my motion.
10. I tried again in September 2013 to have my concerns addressed. Once again, I raised my concerns with Brian Heidecker, the Chair of the Trusts. The concerns relayed to Mr. Heidecker, in general, were:
 - (a) the membership process and rules used by the Band were deeply flawed and did not meet legal principles of fairness and due process and it did not seem that improvements would be made;
 - (b) the beneficiaries of the 1985 Trust had not been properly ascertained;
 - (c) the other trustees were rejecting all of my suggestions on how to ascertain the beneficiaries of the 1985 Trust without providing any alternative suggestions.
11. The day after my meeting with Brian Heidecker, he and Paul Bujold (Trusts Administrator) hurriedly brought forward a proposal to the Trustees asking for authority to negotiate with the OPT to grandfather certain 1985 Trust beneficiaries regardless of whether they became Band members in exchange for the proposed variation to Band membership and thereby end the examination of Band membership by the OPT. A number of lists of beneficiaries they could choose to "grandfather" were produced by Mr. Heidecker and Mr. Bujold and these lists did not appear to have been created using proper methods to ascertain the actual beneficiaries of the 1985 Trust. Then and subsequently, I requested disclosure from Mr. Heidecker and Mr. Bujold on how these lists were created and such disclosure was refused. Given their refusal to disclose how the lists were compiled, I became very concerned that their proposal was undermining the Decision, improperly excluding 1985 Trust beneficiaries and a means to support the political and personal agenda of those in control of the Band and Trusts. I am concerned that those in control of the Band wish to vary the beneficiary designation in the 1985 Trust to Band membership so that they can control who the beneficiaries of the 1985 Trust are.
12. Following this proposal by Mr. Heidecker and Mr. Bujold and the subsequent refusals to disclose the basis for it, it became clear to me that my concerns regarding the structural conflict identified by Justice Thomas would not be addressed internally by the other trustees and that proper ascertainment and inclusion of all the 1985 Trust beneficiaries would not occur. While the other trustees were in favour of Mr. Heidecker and Mr. Bujold's proposal, it was my belief that this course of action did not comply with our fiduciary obligations as trustees. This belief was largely formed because of my concern that this proposal was an attempt by the other trustees to avoid having the Band membership process scrutinized. Additionally, I believe that the trustees need to have a process in place to ascertain beneficiaries of the 1985 Trust which is clear and which the trustees understand and approve. I was very concerned about the Band membership

process, for many reasons, not the least of which included the fact that the Band only has 44 members, while, Aboriginal Affairs and Northern Development Canada had significantly more people registered as affiliated with the Band (as at January 23, 2015 the number was 478 persons).

13. As a result of these concerns, and given that Dentons and RMRF were receiving instructions based on the consensus of the entire group of trustees, as communicated by Mr. Heidecker and Mr. Bujold, and failing to address my concerns in a manner that was satisfactory to me, I retained independent legal counsel, McLennan Ross LLP ("MR"), in the fall of 2013 to assist me with my concerns as a trustee of the Trusts and to counsel me on my fiduciary obligations as a trustee of the Trusts.

Dentons and RMRF

14. Given the divergent views between myself and the other trustees, the representation of the collective group by Dentons and RMRF in the 2011 Action is problematic.
15. The inherent difficulty in Dentons and RMRF's representation of me in the 2011 Action became clear in 2014 when on April 1, 2014, Dentons and RMRF, at the instruction of the trustees of the Trusts, as they purportedly existed at that date and with the exception of myself, filed an application against myself in the 2014 Action which related to the transfer of assets of the Trusts from the prevailing trustees of the Trusts to the new trustees of the Trusts. This application occurred in response to the appointment of Everett Justin Twin as a replacement trustee to Walter Felix Twin. I was shocked that my apparent legal counsel would file an application seeking relief against their own client.
16. In response to this application relating to the appointment of Everett Twin, MR attempted to negotiate a binding issue resolution process with Dentons that would resolve the application and allow for a procedure, overseen by Justice Thomas, to resolve all of the outstanding concerns I had with the operation of the Trusts, including the appointment of Justin Twin. Ultimately, Dentons rejected this proposal and would not engage further in negotiations. Attached as **Exhibit "A"** is the MR letter dated May 8, 2014 to Justice Thomas and as **Exhibit "B"** a copy of the May 8, 2014 Issue Resolution Agreement MR provided to Dentons and as **Exhibit "C"** a copy of a Dentons letter sent to Justice Thomas July 1, 2014 and as **Exhibit "D"** a copy of a July 14, 2014 letter sent by MR to Justice Thomas and as **Exhibit "E"** a copy of Dentons July 21, 2014 letter to Justice Thomas.
17. This application was heard before Justice Neilson on May 16, 2014. At the application, Justice Neilson ordered that my right to bring an application on the eligibility of Everett Justin Twin to sit as a trustee of the 1985 Trust was reserved. My objection to this application was based, amongst other matters, on my concern that Everett Justin Twin did not qualify to sit as a trustee of the 1985 Trust, the process used to create his alleged appointment as a trustee and that he was an elected official of the Band. Attached as **Exhibits "F" and "G"** to my Affidavit, respectively are a copy of the April 1, 2014 application and the Order issued by Justice Neilson on May 16, 2014.
18. Following the May 16, 2014 application, further instances arose that demonstrated to me that Dentons and RMRF were advocating for the majority of the trustees and that the interests I sought to address were not being represented, namely my concerns regarding the interests of the impacted beneficiaries and potential beneficiaries. For instance, I requested from Ms. Bonora at Dentons information as to when and where cross examinations on Affidavits were occurring in the 2011 Action. I did not receive Dentons response until after one of the examinations occurred and the response advised that direction only comes through Mr. Heidecker or Mr. Bujold and that

it was Dentons understanding that Mr. Heidecker of Mr. Bujold would have provided me the information I sought. Attached as **Exhibit "H"** is a copy of Dentons email dated May 28, 2014. Another incident arose in August 2014 when another replacement trustee needed to be appointed to replace a trustee (Clara Midbo) who died suddenly and unexpectedly. My concerns and recommendations relating to that appointment, which were similar to the appointment of Justin Twin, were not advocated by, or to my knowledge, even considered by Dentons or RMRF who had no discussions with me.

19. On or about June 12, 2015, the OPT filed an application in the 2011 Application. The application of the OPT, amongst other matters, sought document production from the Band and trustees as per their mandate stemming from the Decision of Justice Thomas. This application was returnable on June 30, 2015.
20. The difficulty in Dentons and RMRF's representation of me, in my capacity as a trustee, in the 2011 Action reached a breaking point when in anticipation of the OPT's production application and without my consent, Dentons and RMRF filed an application on June 12, 2015. This application, amongst other matters, sought to approve a settlement offer allegedly proposed by the trustees of the 1985 Trust in order to resolve, in full, the 2011 Action (the "Settlement Offer"). The Settlement Offer sought to grandfather certain alleged minor beneficiaries of the 1985 Trust and vary the 1985 Trust's definition of "beneficiary" to include only Band members. Interestingly, the effect of the Settlement Offer, if approved, would avoid Band membership being scrutinized by the OPT. The Settlement Offer was later withdrawn by Dentons after the June 30, 2015 application was case managed and set for hearing on September 2 and 3, 2015 along with the application filed by the OPT in relation to document production.
21. Given my serious concerns with the actions taken by the other trustees in relation to the Settlement Offer and other matters, my counsel, MR, prepared written submissions and appeared at the June 30, 2015 application on my behalf. While MR's appearance on June 30, 2015, was the first time they appeared on the record in relation to the 2011 Action, MR has been advising me in relation to the 2011 Action since the fall of 2013. MR has also been advising me in relation to the 2014 Action since the inception of that action.
22. At the June 30, 2015 application, the conflict in Dentons and RMRFs representation of the collective group of trustees was acknowledged by the Court. The Court directed Dentons to bring an application by July 15, 2015 in order to address the conflict issue. Dentons did file this application in the 2011 Action, but it has not been heard by the Court. To my knowledge, Dentons has not taken any further steps in order to resolve this issue.
23. The OPT's application for document production was adjourned to September 2 and 3rd, 2015. Dentons and RMRF filed a Brief on behalf of the trustees of the 1985 Trust for use at the September 2 and 3rd, 2015 application. The Brief filed by Dentons and RMRF argued that the Band should not be required to produce the records sought by the OPT. As a trustee, I am firmly of the view that the trustees should not be taking an opposing position to the OPT in regards to this issue because, given the potentially *significant* variation in beneficiary designation being sought by the trustees, a full understanding of the potential impact of that change is required in order to discharge our fiduciary duties. I consider this matter especially concerning because many of the potential beneficiaries of the 1985 Trust are vulnerable and marginalized persons that do not have the ability to participate in these legal proceedings and ensure that their views are heard.
24. Once again, given my concerns with the position being advanced by Dentons and RMRF on behalf of the trustees of the 1985 Trust, my counsel, MR, attended the September 2 and 3rd, 2015 application to make submissions on my behalf as a trustee of the 1985 Trust and to ensure

that the Court was aware of my concerns, namely that the other trustees should not be opposing this relief and that it is demonstrative of the inherent conflict between the multiple roles played by those persons that are both trustees and Band officials (or were Band officials).

25. At present, while my positions are not advocated by Dentons and RMRF because they accept the instructions of the majority of the trustees and communicate through Mr. Heidecker and Mr. Bujold, I technically remain their client. This is of serious concern to me.

Costs

26. As of December 3, 2015, I have incurred legal expenses in excess of \$170,000.00 with MR in relation to the 2011 and 2014 Actions. Given that these Actions are so intricately related, involving the same persons, factual matrix and similar issues, it is difficult to determine with any precision which Action the costs incurred by me with MR relate to.
27. I have also incurred other legal expenses such as obtaining an opinion from Larry Gilbert, former Acting Registrar in Ottawa of Indian Status and Band Membership, Indian and Northern Affairs Canada on whether Justin Twin qualified as a beneficiary of the 1985 Trust. Larry Gilbert was responsible for deciding Indian status and where the Department controlled the Band List, band membership. He also was responsible for investigating and deciding protests under the Indian Act. In 1996, his text "Entitlement to Indian Status and Membership Codes in Canada" was published by Carswell with an expected second edition once the Supreme Court of Canada decides the Harry Daniels case regarding Metis and non-status Indians. Although Larry Gilbert was implementing the Indian Act (Bill C-31) he also had to interpret and apply the Indian Act as it read prior to Bill C-31, that is, the 1951 Indian Act because the ancestors of each applicant under Bill C-31 might still have to meet the requirements of the 1951 Act. This choice of competent counsel for an opinion on the eligibility of Justin (McCoy) Twin was provided by MR to Dentons and RMRF, but not acted upon. To date, I have not been reimbursed for this legal expense.
28. In the 2011 Action, the following law firms have made oral or written submissions before the Court or, alternatively, have been present at applications in the 2011 Action. All of these law firms have had fees reimbursed from the Trusts' assets.

Law Firm - Clients

Dentons – Trustees of the 1985 Trust

RMRF – Trustees of the 1985 Trust

Bryan & Company LLP – All trustees of the 1985 Trust with the exception of Catherine Twinn

Parlee McLaws LLP – the Band

Bennett Jones LLP – Brian Heidecker, Chair of the Board of the trustees of the 1985 Trust

29. In the 2014 Action, Dentons, RMRF and Bryan & Company have all made oral or written submissions before the Court and have all been paid in full from the Trusts' assets.
30. From February 2010 to August 10, 2015, the Trusts have paid law firms in excess of \$1.8 million dollars, mostly in relation to the 2011 Action with some costs in the 2014 Action.
31. At this point, I have been required to self-fund my representation in the 2011 Action and the

2014 Action, while the other trustees have authorized payments of legal fees for Dentons (including firms advising Dentons for the purpose of providing supporting opinions such as Horne Couper), RMRF, Bryan & Company LLP, Parlee McLaws LLP and Bennett Jones LLP. The other trustees have also had the benefit of the representation of at least 3 law firms (Dentons, RMRF and Bryan & Company) with senior counsel involved at all firms. In comparison with the legal expense incurred by the other trustees, the amount of my legal expenses is quite modest and I have only had the benefit of one law firm representing my position and counselling me on my duties as a trustee in relation to the 2011 and 2014 Actions.

32. Attached as **Exhibits "I" and "J"** to my Affidavit are copies of the 1985 and 1986 Trust Deeds, respectively. Both trust deeds specifically authorize the reasonable reimbursement of costs incurred by a trustee incurred in the administration of the Trust.
33. I am very concerned that the legal fees of the other trustees, the Band and Mr. Heidecker have all been paid from the Trusts and I have been required to self-fund. It is especially concerning to me that, despite my objections, the Band's fees have been paid from the Trusts given that such a payment is not authorized pursuant to the deeds of settlement and the Band is taking a position that, in my view, is contrary to the beneficiaries' best interest in the 2011 Action.
34. I have submitted a formal request to the other trustees for payment of my legal invoices and to date, have not received any payment, not even partial payment. Attached as **Exhibit "K"** is a copy of a letter dated July 7, 2015 from MR to Dentons formally requesting payment of my legal fees that were incurred in my role as a trustee of the Trusts.
35. I swear this as evidence for the Court and for no improper purpose.

SWORN BEFORE ME at the
City of Edmonton,
in the Province of Alberta
the 5 day of December, 2015

Crista C. Osualdini
A Commissioner for Oaths in and
for the Province of Alberta

Catherine Twinn
CATHERINE TWINN

Crista C. Osualdini
Barrister & Solicitor



McLENNAN ROSS LLP
LEGAL COUNSEL

COPY

Our File Reference: 281946

Karen A. Platten, Q.C.
Direct Line: (780) 482-9278
e-mail: kplatten@mross.com

Sandra Vermette, Legal Assistant
Direct Line: (780) 482-9274

Fax: (780) 482-9102

PLEASE REPLY TO EDMONTON OFFICE

May 8, 2014

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

Catherine Twinn

Sworn before me this 15 day

of December 2015:

Crista C. Osualdini

A Commissioner for Oaths
in and for the Province of Alberta

The Honourable Justice D. Thomas
Law Courts
Edmonton, Alberta

Dear Sir:

Re: Sawridge Trusts

Crista C. Osualdini
Barrister & Solicitor

I act for Catherine Twinn and Ms. Bonora acts for the remaining Trustees of the Sawridge Band Inter Vivos Settlement and the Sawridge Trust. I am writing to you with the full knowledge and consent of Ms. Bonora. I understand from Sharon Hinz in the Trial Coordinator's Office, that you are willing to hear matters relative to the Sawridge Band Trusts.

We would like to set a matter down before you for a half day in August respecting an Agreement signed by the Trustees of the two Sawridge Trusts. This Agreement requires participation of all Trustees and, if the goals set in the Agreement are not reached by the 1st of August, the Agreement requires that the Trustees apply to you to ensure that the terms of the Agreement are met or an alternate process is proposed by you.

Edmonton Office
600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
p. 780.482.9200
f. 780.482.9100
cf. 1.800.567.9200

Calgary Office
1000 First Canadian Centre
350 - 7th Avenue SW
Calgary, AB T2P 3N9
p. 403.543.9120
f. 403.543.9150
cf. 1.888.543.9120

Yellowknife Office
301 Nunasi Building
5109 - 48th Street
Yellowknife, NT X1A 1N5
p. 867.766.7677
f. 867.766.7678
cf. 1.888.836.6684

Please advise if we could impose upon you to participate in this fashion. We believe it will assist in the process of issue resolution amongst the Trustees which is long overdue. I am advised by Ms. Hinz that the dates of August 6, 7 and 8 at 10:00 a.m. are currently open. Thank you.

Yours truly,

KAREN A. PLATTEN, Q.C.

/ssv

cc: Doris Bonora (Dentons Canada LLP)

C:\Users\cosualdini\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\11CA7117RD\letter to Justice Thomas (00718440x7AC1F).docx

THIS IS Exhibit "15" referred to in the Affidavit of

Catherine Twinn

Sworn before me this 15 day

of December 2015

Crista C. Osualdini

A Commissioner for Oaths
in and for the Province of Alberta

AGREEMENT FOR ISSUE RESOLUTION

Crista C. Osualdini
Barrister & Solicitor

WHEREAS:

- A. BERTHA L'HIRONDELLE, CLARA MIDBO, ROLAND TWINN, JUSTIN TWINN and CATHERINE TWINN are the Trustees of two trusts created in 1985 and 1986 known as the Sawridge Band Inter Vivos Settlement and the Sawridge Trust respectively and referred to herein as the '85 Trust and the '86 Trust, or collectively, as the Trusts;
- B. The Trustees acknowledge that differences have arisen amongst the Trustees requiring prompt and satisfactory resolution to mitigate and manage risk;
- C. The Trustees are desirous of solving these differences and of participating in a binding process to allow the Trustees to resolve these differences and generate a positive working culture;
- D. To that end, the Trustees have agreed to a process for issue resolution where facilitators will be engaged to formulate and manage a process of addressing issues and assisting the parties in determining and implementing best practices for administration of the Trusts going forward;
- E. The issues to be resolved will include, but would not be limited to, the following:
 1. Trustee selection and succession, including issues of conflict of interest now and in the future, including examination of a separated model to remove conflict of interest, be it actual, structural or of the appearance of conflict of interest;
 2. Establishing processes, rules and a plan for orderly and balanced Trustee succession;
 3. Examination of and ensuring that the system for ascertaining beneficiaries of the Trusts is fair, reasonable, timely, unbiased and in accordance with Charter principles and natural justice;
 4. Determination and review of all beneficiary lists, including those who have applied, for each of the Trusts and validation of same by the Trustees with a list of who is excluded and reasons for same;
 5. Creation of a productive, civil and respectful working culture for the Trustees and others in the employment of the Trusts.
 6. Determination of how assets were held and transferred from Trust inception to the present day;

7. Determination of how the investment decisions and structures of the corporations owned by the Trusts are to be made. Do they require pre-ratification by the Trustees or do the Trustees simply need to be informed of major investment and structuring possibilities and decisions in a timely fashion;
8. Determination of whether the entire beneficiary designation in a prior 1983 Trust transferred to the 1985 Trust;
9. An independent legal opinion on whether Justin Twin qualifies as a beneficiary of the 1985 Trust;
10. Preparedness of the Trustees for Trustee meetings including provision of any documents well before a meeting.

NOW THEREFORE THE PARTIES AGREE THAT:

1. The parties agree to an Issue Resolution process as set out above.
2. By May 26, 2014, at the latest, the parties agree that they will have exchanged lists of possible facilitators and chosen the facilitators to formulate manage and report upon a process dealing with the issues set out above. If the parties cannot agree, this matter shall be referred forthwith to Justice Denny Thomas, who the parties agree is seized with the matter, to appoint three outside facilitators.
3. If a process is not in substantial progress by July 1, 2014, this matter will be returnable before Justice Denny Thomas, the first week of August, 2014. Any of the parties can bring an application for intervention of Justice Denny Thomas to ensure that the terms of this Agreement are met or that an alternative method of resolution is determined by the Court.
4. The legal costs of Catherine Twinn shall be paid by the Trusts, or either of them, for all legal fees on a solicitor-client basis in relation to these issues and this Agreement, including those fees associated with any application set before the Court of Queen's Bench, including that of April 9, 2014, adjourned to May 5, 2014. The billings of Catherine Twinn's counsel shall be submitted to the lawyers for the Trusts and paid forthwith.
5. The costs of the facilitators will be paid by the Trusts.
6. All parties will be bound by the Issue Resolution process and the report issued by the facilitators at the end of the process and will take all necessary legal, administrative and other steps to forthwith implement the recommendations of the facilitators.

7. The administration of the Trust, including Paul Bujold and Brian Heidecker, will not have a role in the Issue Resolution process except to provide information as requested by the parties.

Dated to be effective the ____ day of _____, 2014.

IN WITNESS WHEREOF the parties have executed this Agreement.

Signed by BERTHA L'HIRONDELLE
in the presence of:

Witness

BERTHA L'HIRONDELLE

Signed by CLARA MIDBO
in the presence of:

Witness

CLARA MIDBO

Signed by ROLAND TWINN
in the presence of:

Witness

ROLAND TWINN

Signed by JUSTIN TWINN
in the presence of:

Witness

JUSTIN TWINN

Signed by CATHERINE TWINN
in the presence of:

Witness

CATHERINE TWINN

Doris Bonora

doris.bonora@dentons.com
D +1 780 423 7188

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

T +1 780 423 7100
F +1 780 423 7278

COPY

July 1, 2014

File No.: 551860-1

FAX: 780-427-0334

The Honourable Mr. Justice D.R.G. Thomas
Law Courts
1 Sir Winston Churchill Square
Edmonton, AB
T5J 0R2

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

Catherine Twinn

Sworn before me this 15 day

of December 2015

Crista C. Osualdini

A Commissioner for Oaths
in and for the Province of Alberta

My Lord:

RE: **In the Matter of the Sawridge Trusts and Catherine Twinn**
Action Number: 1403 04885

Crista C. Osualdini
Barrister & Solicitor

Karen Platten had written to you in May, 2014 requesting an appearance before you on August 8, 2014. This related to an agreement that was contemplated in relation to settlement of a matter between the Sawridge Trustees and Catherine Twinn. It is an entirely different matter than the Sawridge Trust action for which you are seized and on which you have already made many rulings.

Ms Platten wrote to you in May and said:

We would like to set a matter down before you for a half day in August respecting an Agreement signed by the Trustees of the two Sawridge Trusts. This Agreement requires participation of all Trustees and, if the goals set in the Agreement are not reached by the 1st of August, the Agreement requires that the Trustees apply to you to ensure that the terms of the Agreement are met or an alternate process is proposed by you.

When Ms. Platten wrote to you, the agreement was being negotiated. This agreement was never executed as the parties could not reach a consensus on the terms of the agreement. The matter which lead to attempting to negotiate the agreement has been resolved through a court order before Justice Nielsen and thus we no longer require the appearance in front of you on August 8, 2014.

We thank you for agreeing to hear from us. Ms. Platten is aware that I am writing to you.

Yours truly,
Dentons Canada LLP

Doris Bonora

DCEB/sh

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The Honourable Mr. Justice D.R.G.
Thomas
July 1, 2014
Page 2

Enclosure

c.c. Marco Poretti
Janet Hutchison



MCLENNAN ROSS LLP
LEGAL COUNSEL

COPY

Our File Reference: 281946

Karen A. Platten, Q.C.
Direct Line: (780) 482-9278
e-mail: kplatten@mross.com

Amanda Riboreau, Assistant
Direct Line: (780) 482-9275

Fax: (780) 482-9102

PLEASE REPLY TO EDMONTON OFFICE

July 14, 2014

SENT BY FAX

Court of Queen's Bench of Alberta
Judicial Centre of Edmonton
(Surrogate Matter)
1A Sir Winston Churchill Square
Edmonton, AB T5J 0R2

Attention: The Honourable Mr. Justice Thomas

Dear Justice Thomas:

Re: Roland Twinn et al v. Catherine Twinn
Action No.: 1403 04885

Further to the letter of Doris Bonora advising that we no longer need the date of August 8, we do in fact need that date. On May 16, 2014, Ms. Bonora brought an application respecting transfer of assets to the Trustees of the Sawridge Band Inter Vivos Settlement Trust of April 15, 1985 and Mr. Justice Neilsen reserved the right of Catherine Twinn to bring an application on the eligibility of Justin Twin to sit as a Trustee.

We would like to bring that application before you on August 8. We understand that you believe that you are seized with matters in relation to the Sawridge Trusts and, as such, it would be necessary to have you hear Ms. Twinn's application.

Ms. Bonora has said that she is unavailable on August 8, but we understand that Mr. Marco Poretti is also acting for the Trusts and he or another lawyer at Dentons could appear.

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

Catherine Twinn

Sworn before me this 15 day

of December 2014

Crista C Oswaldini

A Commissioner for Oaths
in and for the Province of Alberta

Crista C Oswaldini
Barrister & Solicitor

Edmonton Office
600 West Chambers
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
p. 780.482.9200
f. 780.482.9100
tf. 1.800.567.9200

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Yellowknife, NT X1A 1N5
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This is a matter of some urgency as the Trustee eligibility needs to be addressed as quickly as possible to allow the Trustees to continue to make decisions and administer the Trusts. Additionally, we have just been advised that one of the non-beneficiary Trustees has passed away so it is critically important to address the issue of successor Trustees.

Yours truly,

KAREN A. PLATTEN, Q.C.

KAP/cmf

cc: Doris C.E. Bonora

C:\Users\cosualdini\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\HCA7H7RD\Letter to J. Thomas (00790604x7AC1F).docx



Doris Bonora

doris.bonora@dentons.com
D +1 780 423 7188

31st Fl FMC SNR Denton
dentons.com

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

T +1 780 423 7100
F +1 780 423 7276

July 21, 2014

FAX: 780-427-0334

The Honourable Mr. Justice D.R.G. Thomas
Law Courts
1 Sir Winston Churchill Square
Edmonton, AB
T5J 0R2

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

Catherine Twinn

Sworn before me this 15 day

of December 2015

Crista C. Osualdini

A Commissioner for Oaths
in and for the Province of Alberta

My Lord:

RE: **In the Matter of the Sawridge Trusts and Catherine Twinn**
Action Number: 1403 04885

Crista C. Osualdini
Barrister & Solicitor

I am writing in response to the letter you have received from Karen Platten. I advised her in advance of her sending you the letter that I did not agree that it was appropriate to send you this letter, nor did I agree with the contents of the letter. She chose to send it in any event. We have not ever heard that you are seized with all matters dealing with Sawridge trusts issues. The issues being raised by Ms. Platten have never been addressed in any originating document. It is completely unfair to Sawridge trusts to allow Ms. Twinn to write to you to ask for a hearing without notice to us of the nature of the hearing, the nature of the relief being sought nor advance warning of any evidence that may be put before you. We are not aware of any Rules of Court that allow an applicant to simply write to a judge chosen by them and ask to be heard without any notice to an opposing party of the nature of the application.

Of course we will willingly participate in an application properly brought in the proper court documents by Ms. Twinn. These matters should be addressed in the normal course of litigation.

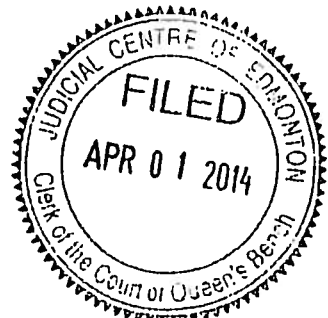
We trust that no further letters need to be written to you in respect of this matter.

Yours truly,
Dentons Canada LLP

Doris Bonora

DCEB/sh

Enclosure



Clerk's stamp:

1403 04885

COURT OF QUEEN'S BENCH OF ALBERTA

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")

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

CATHERINE TWINN
Originating
APPLICATION

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

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

This is Exhibit "F" referred to in the
Affidavit of
Catherine Twinn
Sworn before me this 15 day
of December 2013
Crista C. Osualdini
A Commissioner for Oaths
in and for the Province of Alberta

APPLICANTS

Crista C. Osualdini
Barrister & Solicitor

RESPONDENT

DOCUMENT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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 Honourable 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.

COURT FILE NUMBER

COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE

Clerk's stamp:

1403 04885

EDMONTON



IN THE MATTER OF THE TRUSTS 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")

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

Catherine Twinn

Sworn before me this 15th day

of December A.D., 2014.

Crista C. Osualdi

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

APPLICANTS.

Crista C. Osualdi
Barrister & Solicitor

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 "H" referred to in the Affidavit of Catherine Twinn.
 Sworn before me this 15 day of December 2015
Crista C. Osualdi
 A Commissioner for Oaths
 in and for the Province of Alberta

Crista C. Osualdini
 Barrister & Solicitor

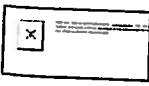
From: Bonora, Doris [<mailto:doris.bonora@dentons.com>]
Sent: Wednesday, May 28, 2014 8:48 AM
To: Catherine Twinn
Subject: Response to your emails

Marco and I have not responded directly to you. We understand that Brian Heidecker provided you with a response to your inquiry. It has been our understanding that the trustees of the Sawridge trusts directed that everything in this litigation would go through either Brian or Paul. We were to take our directions from Brian and Paul who would receive their direction from the trustees as a group. It was our understanding that the trustees voted that the trustees would not be directly involved in the litigation (such as approving drafts of affidavits or attending questioning), and that no individual trustee should act on their own in the litigation.

Further, the issue of corresponding directly with you has been complicated by the fact that you have recently retained counsel. Of course you know that we should not speak directly with the client when they have retained counsel. It may be the case that this litigation is different than the litigation for which you retained Karen Platten. However, it is important for us to abide by the ethical rules and we need firm direction that we can communicate with you directly and not through your lawyers if in fact the trustees also agree that we should correspond with you directly.

We certainly did not intend to be disrespectful in not responding to you.

Doris



Doris C.E. Bonora
 Partner

D +1 780 423 7188

SAWRIDGE BAND INTER VIVOS SETTLEMENT

DECLARATION OF TRUST

THIS DEED OF SETTLEMENT is made in duplicate the 15th referred to in the
day of April, 1985 Affidavit of

Catherine Twinn
Sworn before me this 5 day
of December 2015
Crista C. Osualdi

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"),

A Commissioner for Oaths
in and for the Province of Alberta

Crista C. Osualdi
Barrister & Solicitor

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:

Paul J. Thom
NAME

A. Settlor Albert J.

300 326, Slave Lake, Alta
ADDRESS

Paul J. Thom
NAME

B. Trustees:
1. Albert J.

300 326, Slave Lake, Alta
ADDRESS

Paul J. Thom
NAME

2. C. J. K.

300 326, Slave Lake, Alta
ADDRESS

Paul J. Thom
NAME

3. Albert J.

300 326, Slave Lake, Alta
ADDRESS

Schedule

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

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

Catherine Twinn

Sworn before me this 15 day

of December 20 15

Crista C. Osualdi

A Commissioner for Oaths
in and for the Province of Alberta

THE SAWRIDGE TRUST
DECLARATION OF TRUST

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

BETWEEN:

Crista C. Osualdi
Barrister & Solicitor

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

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(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.

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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]
#1... 12220 Spring Mountain Road, Idm.
ADDRESS

A. Settlor

[Signature]
CHIEF WALTER P. TWINN

B. Trustees:

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

1.

[Signature]
CHIEF WALTER P. TWINN

2.

[Signature]
CATHERINE TWINN

3.

[Signature]
GEORGE TWINN

SCHEDULE

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



MCLENNAN ROSS LLP
LEGAL COUNSEL

COPY

Our File Reference: 144194

Karen A. Platten, Q.C.
Direct Line: (780) 482-9278
e-mail: kplatten@mross.com

Amanda Riboreau, Assistant
Direct Line: (780) 482-9275

Fax: (780) 482-9102

PLEASE REPLY TO EDMONTON OFFICE

July 7, 2015

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

Attention: Doris Bonora

Dear Madam:

Re: Sawridge Trusts

This is Exhibit "K ." referred to in the ^{VIA FAX}
Affidavit of
Catherine Twinn
Sworn before me this 15 day
of December 2015
Crista C. Osualdi
A Commissioner for Oaths
in and for the Province of Alberta

Crista C. Osualdini
Barrister & Solicitor

As you may realize, Catherine Twinn has been paying her own legal fees respecting the change to beneficiary status and the other matters respecting transfer of assets.

Catherine's information is that over 1.6 million dollars has been spent on legal fees to date as payment for counsel for the remainder of the trustees and for the fees of Janet Hutchison. It is clear that the other trustees' fees are being paid from the Trusts.

At paragraph 9 of the 1985 Trust, it indicates that the expenses of any of the trustees is to be paid by the Trust. Additionally, the *Trustee Act*, section 42, allows any trustee to bring an application to the Court for advice and direction. Each trustee is entitled to indemnification for solicitor client costs in all proceedings in which some question or matter is raised in the course of the administration of the trust.

It would be ridiculous to say that a trustee could bring their own application without reimbursement. In other words, a trustee that could be silenced by the majority of trustees, by the other trustees' refusal to provide funding for the trustee to bring the application, especially where the fiduciary obligation of the trustees is in question.

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600 West Chambers
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
p. 780.482.9200
f. 780.482.9100
tf. 1.800.567.9200

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tf. 1.888.543.9120

Yellowknife Office
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5109 - 48th Street
Yellowknife, NT X1A 1N5
p. 867.766.7677
f. 867.766.7678
tf. 1.888.836.6684

In light of all of this, Catherine is seeking repayment of her legal fees, to date and going forward, from the Trust. We advise that our fees to date are \$131,216.47. We look forward to reimbursement to Catherine Twinn as quickly as possible.

Yours truly,

KAREN A. PLATTEN, Q.C.

KAP/ar

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