

**TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS**

07/ /2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
1	15/04/1982	SAW000063-67	Declaration of Trust, Sawridge Band Trust April 15, 1982	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018 Exhibit A to the Affidavit of Paul Bujold sworn September 12, 2011
2	01/06/1982	SAW000070	Meeting of Trustee's and Settlor's of Sawridge Band Trust June, 1982. approving the transfer of all property held by the Trustees and Settlor's to the Trust	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018 Exhibit B to the Affidavit of Paul Bujold sworn September 12, 2011
3	20/04/1983	SAW000724	Minutes of Meeting of Trustees of the Sawridge Band Trust re: Court Order (only dated 1983)	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
4	20/04/1983	SAW000174 – 175	Minutes of Meeting of Trustees of Sawridge Band Trust to stage election of Trustees and related documents (only dated 1983)	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
5	05/07/1983	SAW000023-28	Declaration of Trust Sawridge Band Trust July 5, 1983	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
6	05/10/1983	SAW001354 – 1378	Affidavit of Service of Court documents to amend 1982 Trust Sworn May 10, 1983 including: Exhibit A – Originating Notice of Motion, Exhibit B - Order pronounced by Justice D.H. Bowen April 20, 1983, Exhibit C – Notice to Members	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
7	19/12/1983	SAW000073-88	Agreement 19th December 1983 between Walter Patrick Twinn, Walter Felix Twinn, Sam Twinn, David A Fennel "Old Trustees" with Walter Patrick Twinn, Sam Twinn, and George Twinn "New Trustees"	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018 Exhibit D to the Affidavit of Paul Bujold sworn September 12, 2011

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/ /2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
8	19/12/1983	SAW000089-96	Agreement 19th of December 1983. Transfer Agreement between "New Trustees" and "Old Trustees".	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018 Exhibit E to the Affidavit of Paul Bujold sworn September 12, 2011
9	19/12/1983	SAW001317 – 1322	Agreement of December 19, 1983 to transfer assets.	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
10	19/12/1983	SAW001323 – 1331	Transfer Agreement to Trust of December 19, 1983 (similar to SAW001317 – 1322)	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
11	06/01/1984	SAW000242 – 254	Financial Statement of Sawridge Indian Band #19 as at March 31, 1984 dated June 1, 1984	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
12	06/06/1984	SAW001334 – 1340	Statutory Declaration to transfer assets to Trust dated June 6, 1984	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
13	21/01/1985	SAW000236 - 239	Statutory Declaration related to Debenture executed January 21, 1985	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
14	21/01/1985	SAW000495 – 521	Sawridge Enterprises Ltd. Demand Debenture (\$12,000,000.00) dated January 21, 1985	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
15	15/04/1985	SAW000537 - 539	Assignment of Debenture of January 21, 1985 for \$12,000,000.00 from Assignor Walter Twinn to Sawridge Band Inter Vivos Settlement (Walter Twinn, Sam Twin and George Twin as Trustees)	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
16	15/04/1985	SAW000532	Deposit confirmation for \$100 to Create Sawridge Band Intervivos Settlement Trust	Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/ /2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
17	15/04/1985	SAW001895	Band Council Resolution of April 15, 1985 (BCR-454-117-85/860)	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018
18	15/04/1985	SAW000039-49	Sawridge Band Inter Vivos Settlement Declaration of Trust April 15, 1985	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018 Exhibit D to the Affidavit of Paul Bujold sworn August 30, 2011
19	15/04/1985	SAW000120-121	Sawridge Band Trust Resolution of Trustees. April 15, 1985	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018 Exhibit H to the Affidavit of Paul Bujold sworn September 12, 2011
20	15/04/1985	SAW000122	Sawridge Band Resolution April 15, 1985 authorizing the transfer of trust assets to the Trustees	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018 Exhibit I to the Affidavit of Paul Bujold sworn September 12, 2011
21	15/04/1985	SAW001445 – 1446	Ratification by the Trustees of Band Council Resolution 454-117-85/86 to transfer Debenture to Trust	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
22	16/04/1985	SAW000123-134	Declaration of Trust made April 16, 1985 between "Old Trustees" and "New Trustees" confirming that the "New Trustees" hold legal title to the assets in the Sawridge Band Inter Vivos Settlement.	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018 Exhibit J to the Affidavit of Paul Bujold sworn September 12, 2011
23	16/04/1985	SAW000522 – 531	Minutes of a Meeting of The Directors of Sawridge Holdings of April 16, 1985 authorizing the Transfer of shares pursuant to Transfer Agreement of December 19, 1983 attached as Schedule A	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/11/2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
24	16/04/1985	SAW001379 – 1389	Share Certificates of Sawridge Holdings Ltd. Registered in the members' names October 8, 1981 and April 16, 1985	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
25	16/04/1985	SAW001390 – 1399	Declaration of Trust to transfer assets with Promissory Notes attached dated April 16, 1985 signed by Walter P. Twinn	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
26	16/04/1985	SAW001400 – 1408	Declaration of Trust to transfer assets with Promissory Notes attached dated April 16, 1985 signed by George Twin (?)	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
27	20/05/1985	SAW000255 – 266	Financial Statement of Sawridge Indian Band #19 dated May 20, 1985 for 1984-1985 (See comment on Trust as SAW000259 and SAW000262	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
28	22/07/1985	SAW002316 – 2320	Correspondence from INAC of July 22, 1985 attaching Band List as of June 27, 1985	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018
29	04/10/1985	SAW002321-2323	Correspondence from INAC of October 4, 1985 attaching Band List as of October 4, 1985	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018
30	05/05/1987	SAW000488 – 493	Financial Statement of Sawridge Band Inter Vivos Settlement Trust for 1985-1986 dated May 5, 1987 with accountant's comments	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
31	31/12/1987	SAW000201 - 204	Trust Income Tax Return for Sawridge Band Trust for 1987	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
32	23/12/1993	SAW00184	Letter from Indian and Northern Affairs to Chief Walter Twinn RE: Existence of the Trusts	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/.../2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
33	16/03/1994	SAW001893	Letter from Davies, Ward & Beck (Maurice Cullity) to Indian and Northern Affairs (W. Van Iterson) RE: Sawridge Indian Band	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018
34	21/03/1994	SAW001886 to 001889	Letter to Davies, Ward & Beck (Maurice Cullity) from Michael McKinney RE: Disclosure of the Trusts to the Department	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018
35	30/03/1994	SAW001892	Letter from Indian and Northern Affairs to Davies, Ward & Beck (Maurice Cullity) Re: Assets in the Trust	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018
36	29/08/1994	SAW001885	Letter from Department of Justice (Margaret McIntosh) to Davies, Ward & Beck (Maurice Cullity)	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018
37	20/10/1994	SAW001881 to 001882	Letter from Davies, Ward & Beck (Maurice Cullity) to Department of Justice (Margaret McIntosh)	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018
38	09/11/1994	SAW001879 to 001880	Letter from Department of Justice (Margaret McIntosh) to Davies, Ward & Beck (Maurice Cullity) RE: Sawridge Indian Band Expenditures Pursuant to Sections 64 & 66 of the Indian Act	Supplemental Affidavit of Records sworn by Paul Bujold April 27, 2018 filed April 30, 2018
39	31/12/2009	SAW0001429	Sawridge Band Inter Vivos Settlement and Sawridge Trust Trustees from Trust Inception to 31 December 2009	Affidavit of Records sworn by Paul Bujold November 2, 2015 filed April 30, 2018
40	11/08/2011	Written Interrogatory # 17	Letter from Aboriginal & Northern Development Canada sent to persons on the Affiliates List maintained by Indigenous and Northern Affairs Canada which letter arises from Written Interrogatory No. 18 filed October 5, 2017.	Undertakings and Written Interrogatories on Questioning of March 7-10, 2017 with respect to the affidavit of Paul Bujold dated February 15, 2017.

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/20/2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
41	30/08/2011		Affidavit of Paul Bujold for Procedural Order. Court file number 1103 14112. August 30, 2011.	Filed Pleadings (without exhibits)
42	30/08/2011		Exhibit A from questioning of Catherine Twinn of September 9, 2016 . Declaration of Trust dated April 5, 1982.	Tab 72 from Written Interrogatories and undertakings arising from continued questioning of Catherine Twinn July 20 & 21, 2017 Exhibit A from the Affidavit of Paul Bujold sworn August 30, 2011
43	31/08/2011		Procedural Order of August 31, 2011 Filed September 6, 2011 originating order. Exhibit A to affidavit of Paul Bujold sworn October 31, 2016. Filed November 1, 2016.	Filed Pleadings
44	01/11/2011	UT-14	Example of Letters of January 11, 2011 sent to Beneficiaries. This is an example of all letters produced.	Undertakings and Written Interrogatories on Questioning of March 7-10, 2017 with respect to the affidavit of Paul Bujold dated February 15, 2017.
45	09/12/2011		Affidavit of Paul Bujold sworn September 12, 2011 with Exhibits B, H, I, and J Court file number 1103 14112.	Filed Pleadings (not full Affidavit - only pertinent Exhibits attached)
46	27/05/2014	P 6-7 P 33-36 P 41-44 P 45-49 P 50-57 P 58-59 P 62-66 P 68 P 70-76 P 145-146 P 177-185	Transcript pages referencing the establishment and transfer of assets from the 1982 Trust to the 1985 Trust	TRANSCRIPT on Questioning of May 27 & 28, 2014 with respect to the Affidavits of Paul Bujold dated August 30, 2011, September 12, 2011 and September 30, 2011

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/11/2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
47	27/05/2014	UT-16	Documents setting out the transfer of assets from individuals to the 1982 Trust and the transfer of assets from the 1982 Trust to the 1985 Trust	UNDERTAKINGS on Questioning of May 27 & 28, 2014 with respect to the Affidavits of Paul Bujold dated August 30, 2011, September 12, 2011 and September 30, 2011
48	27/05/2014	UT-17	<p>Response to Undertaking.</p> <p>Re: Inquire of the various individuals and sources previously discussed to determine if they have any documentation or information that would assist in understanding what specific assets were intended to be settled as the certain assets referred to in Exhibit B, and what specific assets were intended to be included in the declaration of trust at exhibit a. We have made inquiries and there is no listing of any "intended" assets. The only assets listed are those that were settled into the Trust.</p>	UNDERTAKINGS on Questioning of May 27 & 28, 2014 with respect to the Affidavits of Paul Bujold dated August 30, 2011, September 12, 2011 and September 30, 2011

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
49	27/05/2014	UT-49	<p>Response to Undertaking. Re: inquire of Catherine Twinn her recollection of what was discussed at the April 15, 1985 meeting that the Sawridge band resolution presented at exhibit 1 of Mr. Bujold's September 12, 2011 affidavit dealt with. Specifically does she recall if there was any discussion or documentation presented in relation to the transfer of assets from the 1982 trust to the 1985 trust. Also inquire if Ms. Twinn has any documentation of that particular meeting.</p> <p>We made this inquiry and were informed that she has no memory of this meeting or documentation in her possession, we made one further inquiry pursuant to this undertaking and no response was received.</p>	<p>UNDERTAKINGS on Questioning of May 27 & 28, 2014 with respect to the Affidavits of Paul Bujold dated August 30, 2011, September 12, 2011 and September 30, 2011</p>
50	27/05/2014	UT-50	<p>Minutes of Meetings relating to the transfer of assets and attachments to such Minutes. Re: review any trustee meeting minutes available relating to the transfer of assets from individuals into the '82 trust, or '82 trust into '85 trust, or the one individual transfer to the '85 trust.</p>	<p>UNDERTAKINGS on Questioning of May 27 & 28, 2014 with respect to the Affidavits of Paul Bujold dated August 30, 2011, September 12, 2011 and September 30, 2011</p>
51	21/07/2014	UT-12	<p>UT: Provide copies of any communications sent to Mr. Fennell, whether they were by letter, email, or otherwise, documenting the request that was being made.</p> <p>Our letter to David Fennel of July 21, 2014 requesting copies of documentation related to the transfer of assets</p>	<p>UNDERTAKINGS from Questioning of May 27 & 28, 2014 with respect to the Affidavits of Paul Bujold dated August 30, 2011, September 12, 2011 and September 30, 2011</p>

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
52	22/07/2014	UT-14 and 15	<p>Response to our request of David Jones for copies of documentation relating to the transfer of assets.</p> <p>Re: Provide copies of any documentation sent attempting to seek information from David Jones.</p> <p>We e-mailed David Jones and received the response provided at tab 15.</p> <p>Re: contact Mr. Jones and advise whether or not he has access to documents that relate to the assets held by individuals that were ultimately transferred to the 1982 trust, or the assets that were then transferred from the 1982 trust to the 1985 trust.</p> <p>Our response from David Jones is included at tab 15.</p>	<p>UNDERTAKINGS on Questioning of May 27 & 28, 2014 with respect to the Affidavits of Paul Bujold dated August 30, 2011, September 12, 2011 and September 30, 2011</p>
53	28/07/2014	UT-13	<p>Response from David Fennel to our request for documentation</p> <p>UT: contact Mr. Fennell and advise whether or not he has any documentation or access to documentation or is aware of another resource or source that may have documents relevant to the assets that were held by individuals and then the transfer from those individuals to the '82 trust, or relevant to the transfer of assets from the '82 trust to the '85 trust.</p> <p>Our response from David Fennell is included at tab 13.</p>	<p>UNDERTAKINGS from Questioning of May 27 & 28, 2014 with respect to the Affidavits of Paul Bujold dated August 30, 2011, September 12, 2011 and September 30, 2011</p>

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
54	26/08/2014	UT-18	<p>Correspondence from the Department of Indian Affairs responding to the request for information relating to the transfer of assets NTD do we now have a response from CRA?</p> <p>Re: inquire of CRA and department of Indian Affairs to determine if they have documentation showing what assets were intended to be included within the trust settlement at exhibit a, the 1982 trust or declaration of trust, and any documentation indicating what happened with the transfer from the 1982 trust to the 1985 trust. See attached letter from Department of Indian Affairs at tab 18. We confirm that it does not appear that any information was shared with the Department of Indian affairs regarding the transfer from 1982 to 1985, nor with regards to which assets were intended to be included We wrote to the CRA but have not yet received a response.</p>	UNDERTAKINGS on Questioning of May 27 & 28, 2014 with respect to the Affidavits of Paul Bujold dated August 30, 2011, September 12, 2011 and September 30, 2011
55	15/12/2015	TWN001286	Exhibit I from the Affidavit of Catherine Twinn sworn December 15, 2015. Sawridge Band Inter Vivos Settlement April 15, 1985.	Affidavit of Records of Catherine Twinn sworn June 21, 2018
56	11/09/2016	Pages 287-290	Excerpts from Transcript on Questioning of November 9 & 10, 2016 RE: questions to Catherine Twinn relating to obtaining trust records.	Continued Questioning on Affidavits of November 9 & 10, 2016 - Court Actions 1103 14112 and 1403 04885
57	15/02/2017	Page 23, para 75	Affidavit of Paul Bujold sworn and filed February 15, 2017 in Action 1103 14112	Affidavit of Paul Bujold sworn and filed February 15, 2017 in Action 1103 14112

TABLE OF CONTENTS
DOCUMENTS RELATED TO TRANSFER OF ASSETS

07/11/2019

TAB	DATE OF DOCUMENT	DOCUMENT ID (where applicable)	DESCRIPTION	SOURCE
58	10/10/2017	CT068.006 to CT068.032	April 15, 1985 Declaration of Trust; April 16, 1986 Declaration of Trust; April 15, 1982 Declaration of Trust	Undertakings and responses to Undertakings of Catherine Twinn Questioning on Affidavits, Volume 2 of 5.
59	21/06/2018	TWN000899	Excerpt of Federal Court Transcript of Questioning of Walter Twinn	Catherine Twinn's Affidavit of Records sworn June 21, 2018

TAB 1

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

Paul Ruoid

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

DECLARATION OF TRUST

SAWRIDGE BAND TRUST

Catherine A. Magnan
My Commission Expires
January 29, 2012

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. 19 S. S. 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 inso 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 decendant 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

TAB 2

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 TWINN
WALTER FELIX TWINN

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.

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

Paul Buiold
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

Walter P. Twinn
WALTER P. TWINN

George Twinn
GEORGE TWINN

Walter Felix Twinn
WALTER FELIX TWINN

Catherine A. Magnan
My Commission Expires
January 29, 2012

TAB 3

Meeting of the Trustees's
SAWRIDGE BAND TRUST
held on this day of ,
1983, held at Sawridge Band Office
Sawridge Reserve, Slave Lake, Alberta

IN ATTENDANCE:

WALTER P. TWINN
WALTER F. TWINN
GEORGE TWIN
DAVID A. FENNELL

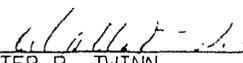
All the Trustees being present, formal notice calling the meeting was dispensed with and the meeting declared to be regularly called. Walter P. Twinn acted as Chairman, and called the meeting to order. George Twinn acted as secretary.

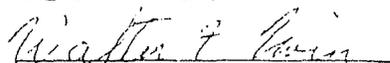
On motion duly made by Walter P. Twinn, seconded by Walter F. Twinn and unanimously carried, it was resolved that the reading of the last minutes are approved as read.

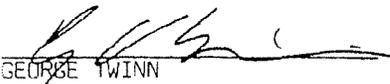
Further, on motion duly made, seconded and unanimously carried, it was resolved that David A. Fennell report as to the further business arising out of last meeting. David A. Fennell reported as follows:

1. He attended before Mr. Justice Bowen of the Court of Queen's Bench of Alberta and obtained the following Order, a copy of which is attached hereto.
2. That pursuant to the Order the proper notices were posted and at the expiration of the notice period an application was made again before Mr. Justice Bowen and that the following amendments were granted, a copy of which Order is attached hereto.

There being no further business, the meeting then adjourned.


WALTER P. TWINN


WALTER F. TWINN


GEORGE TWINN

TAB 4

Meeting of the Trustee's of
SAWRIDGE BAND TRUST
held on this day of ,
1983, held at Sawridge Band Office
Sawridge Reserve, Slave Lake, Alberta

IN ATTENDANCE:

WALTER F. TWINN
GEORGE TWIN
DAVID A. FENNELL

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

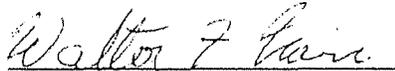
IT WAS RESOLVED :

1. After discussion as to necessity of staging the election of the Trustees the following proposal was put forward by George Twinn.

(See attached Schedule "A" as to amendments to trust)

2. On motion duly made, seconded by Walter F. Twinn and unanimously approved, David A. Fennell was then instructed to file the necessary applications in the Court of Queen's Bench and to report back to the Trustees after the application was complete.

There being no further business, the meeting then adjourned.


WALTER F. TWINN


GEORGE TWINN

SCHEDULE "A"

AMENOMENTS TO SAWRIDGE BAND TRUST

THAT Paragraph 5 be amended of the original trust deed made on the 15th day of April, 1982, pursuant to the Alberta Trustee Act, R.S.A. 1980 c. T-10, s.42(1);

An application will be made to amend the Sawridge Band Trust to allow increased terms for the Trustees. Under the proposal, the Chief will have a term of six (6) years, one Councillor will have a term of four (4) years and the other Councillor will have a term of two (2) years. They would not be replaced until the end of their terms as trustees even if they were defeated in an election. The Trustees Act requires the consent of the adult beneficiaries. The Court can consent for Minors.

TAB 5

DECLARATION OF TRUST

SAWRIDGE BAND TRUST

This Declaration of Trust made the 5th day of July, 1983.

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. 150, 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 therefore, 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 on the effective date of this Agreement (as duly elected pursuant to Sections 74 through 80 inclusive of the Indian Act, R.S.C. 1970, c. 1-6 as amended from time to time). The Chief shall serve a term of Six (6) years as Trustees.

One Councillor (to be determined by a majority of the Three Trustees) shall serve Four (4) years as Trustee. The other Councillor shall serve a term of Two (2) years as Trustee. Upon completion of their respective terms as Trustees, the Trustees shall resign as Trustee. If the Trustee whose term has ended was Chief when appointed Trustee, he shall automatically be replaced as Trustee by the new Chief for a term of Six (6) years. If the Trustee whose term has ended was a Councillor, he shall be replaced as Trustee by one of the new Councillors (to be determined by a majority of the Chief and Councillors at that time). 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. 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 advised 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 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 this 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:

Y.M. Caprethurst
NAME
#910, 10310 JASPER AVE. EDMONTON, ALTA
ADDRESS

A. Settlor Walter J.

B. Trustees:

Y.M. Caprethurst
NAME
ADDRESS

1. Walter J.

Y.M. Caprethurst
NAME
ADDRESS

2. Sam J.

Y.M. Caprethurst
NAME
ADDRESS

3. G.B.

TAB 6

Affidavit of Service

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

No. 8303-15822

BETWEEN

WALTER P. TWINN, GEORGE TWINN
and SAMUEL TWINN

~~XXXXXXXXXX~~
APPLICANTS

AND

WALTER P. TWINN (as representative of the
beneficiaries)

~~XXXXXXXXXX~~
RESPONDENT

I, CORINNE O. BUTTI of the City of Edmonton

in the Province of Alberta, Legal Secretary make
oath and say:

1. That I did on Tuesday the 10th day
of May A.D. 1983, personally serve WALTER P. TWINN
with one true copy of the
original Originating Notice of Motion, Order and Notice in

this action, which is hereunto annexed and marked Exhibit A, Exhibit B, & Exhibit C
respectively
to this my affidavit, by delivering the said copy to and
leaving the same with WALTER P. TWINN the said
Respondent at #910, 10310 Jasper Avenue, Edmonton, Alberta.

2. That to effect such service I necessarily travelled nil miles.

SWORN before me at the City
of Edmonton
in the Province of Alberta
this 10th day of May
A.D. 1983 .


CORINNE O. BUTTI

M Capnerhurst
MARILYN CAPNERHURST
my commission expires
Feb 7/84

A Commissioner in and for the Province of Alberta

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

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

.....CORINNE BUTT.....

Sworn before me this ..10th..... day

at ..MAY.....A.D. 1983..

.....M. Capner Hurst.....
A Commissioner for Oaths in and for
the Province of Alberta

MARILYN CAPNERHURST
MY COMMISSION EXPIRES
FEB. 7/84

IN THE MATTER OF THE SAWRIDGE BAND TRUST:

BETWEEN:

WALTER P. TWINN, GEORGE TWINN
AND SAMUEL TWINN

APPLICANTS

AND:

WALTER P. TWINN

RESPONDENT

ORIGINATING NOTICE OF MOTION

TAKE NOTICE that a motion will be made on behalf of Walter P. Twinn,
George Twinn and Samuel Twinn of the Sawridge Indian Band Reserve, in the
Province of Alberta, Trustees of the Sawridge Band Trust, before the presiding
Judge in Chambers at the Court House in the City of Edmonton on the 15th day of
June, 1983 at the hour of 10:00 o'clock in the forenoon or so soon thereafter as
counsel may be heard for an Order that:

Clause 5 of the Sawridge Band Trust Deed be amended to:

- (a) increase the terms of office of the Trustees to: 6 years for the Chief, 4 years for one Councillor and 2 years for the second Councillor; and,
- (b) that the terms of the Trustees be calculated from the date hereof.

This Originating Notice was taken out by David A. Fennell, Barrister and Solicitor for the Applicants whose address for service is in care of the said solicitor at #910, 10310 Jasper Avenue, Edmonton, Alberta.

DATED at the City of Edmonton, in the Province of Alberta, this 9th day of May, A.D. 1983.

ISSUED out of the office of the Clerk of the Court this 9th day of May, 1983.

Clerk of the Court

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

.....CORINNE BUTTL.....

IN THE COURT OF QUEEN'S BENCH OF ALBERTA Sworn before me this 10th day
JUDICIAL DISTRICT OF EDMONTON of ... (M.A.) A.D. 1983.

.....M. Capnerhurst.....
A Commissioner for Oaths in and for
the Province of Alberta

MARILYN CAPNERHURST
MY COMMISSION EXPIRES
FEB. 7/84.

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 20TH DAY
) OF APRIL, A.D. 1983.
)

O R D E R

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 consent of the beneficiaries required under s.42(6) of the Alberta Trustees Act, R.S.A. 1983, c. T-10 be obtained in the following manner:

(a) notice setting out the proposed changes to the trust deed be posted in a conspicuous place in the Office of the Sawridge Indian Band, for a period of 14 days.

The notice shall contain a clause stating that, unless objections are made in writing, Chief Walter P. Twinn shall consent to the proposed changes as the representative of all members of the Band.

IT IS FURTHER ORDERED that the consent of the beneficiaries required under s.42(6) of the Alberta Trustees Act, shall read as follows:

NOTICE

TO ALL MEMBERS OF THE SAWRIDGE INDIAN BAND:

AN APPLICATION HAS BEEN MADE TO AMEND THE SAWRIDGE BAND TRUST TO ALLOW INCREASED TERMS FOR THE TRUSTEES. UNDER THE PROPOSAL, THE CHIEF WILL HAVE A TERM OF SIX (6) YEARS, ONE COUNCILLOR WILL HAVE A TERM OF FOUR (4) YEARS AND THE OTHER COUNCILLOR WILL HAVE A TERM OF TWO (2) YEARS. THEY WOULD NOT BE REPLACED UNTIL THE END OF THEIR TERMS AS TRUSTEES EVEN IF THEY WERE DEFEATED IN AN ELECTION. THE TRUSTEES ACT REQUIRES THE CONSENT OF THE ADULT BENEFICIARIES. THE COURT CAN CONSENT FOR MINORS.

IF THERE ARE NO OBJECTIONS IN WRITING SERVED UPON THE SOLICITOR FOR THE BAND WITHIN FOURTEEN (14) DAYS FROM THE POSTING OF THIS NOTICE, THEN WALTER P. TWINN AS CHIEF OF THE BAND SHALL HAVE THE POWER TO CONSENT TO THIS PROPOSED APPLICATION AS THE REPRESENTATIVE OF ALL BENEFICIARIES OF THE SAWRIDGE INDIAN BAND'S TRUST.

ADDRESS FOR OBJECTION: DAVID A. FENNEL PROFESSIONAL CORPORATION #910, 10310 JASPER AVENUE, EDMONTON, ALBERTA, T5J 2W4.

DATE OF POSTING:

9
MAY 1973
HUFF
Clerk of the Court

Donald H. Laver
Clerk of the Court
Justice

DECLARATION OF TRUST

SAWRIDGE BAND TRUST

This Declaration of Trust made the day of ,
1983.

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. 150, 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 therefore, 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 on the effective date of this Agreement (as duly elected pursuant to Sections 74 through 80 inclusive of the Indian Act, R.S.C. 1970, c. 1-6 as amended from time to time). The Chief shall serve a term of Six (6) years as Trustees.

One Councillor (to be determined by a majority of the Three Trustees) shall serve Four (4) years as Trustee. The other Councillor shall serve a term of Two (2) years as Trustee. Upon completion of their respective terms as Trustees, the Trustees shall resign as Trustee. If the Trustee whose term has ended was Chief when appointed Trustee, he shall automatically be replaced as Trustee by the new Chief for a term of Six (6) years. If the Trustee whose term has ended was a Councillor, he shall be replaced as Trustee by one of the new Councillors (to be determined by a majority of the Chief and Councillors at that time). 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. 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 advised 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 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 this 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:

NAME

ADDRESS

A. Settlor _____

NAME

ADDRESS

B. Trustees:

1. _____

NAME

ADDRESS

2. _____

NAME

ADDRESS

3. _____

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 "A" & "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-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 decendant 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. D.
NAME

A. Settlor: Walter P. D.

1100 One Thornton Court
ADDRESS

Walter P. D.
NAME

B. Trustees: 1. Walter P. D.

1100 One Thornton Court
ADDRESS

Walter Upke
NAME
1100 One Fronton Court
ADDRESS

Walter Upke
NAME
1100 One Fronton Court
ADDRESS

NAME _____

ADDRESS _____

2. 9/15

3. Walter F. Upke

4. _____

5. _____

6. _____

7. _____

8. _____

No: 7303 15823 A.D. 1983

IN THE COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

WALTER P. TWINN, GEORGE TWINN
AND SAMUEL TWINN

Applicants

and:

WALTER P. TWINN (as representative
of the beneficiaries)

Respondent

O R D E R

David A. Fennell
Professional Corporation
#910, 10310 Jasper Avenue
Edmonton, Alberta
T5J 2W4

MAY 09 1983

EDMONTON, ALBERTA

SAW001373

This Exhibit "C" referred to in the Affidavit of

.....CORINNE BUTT.....

Sworn before me this ...10th...day

ofMAY.....A.D. 1983

.....M. Capner Hurst.....

A Commissioner for Oaths in and for

the Province of Alberta

MARILYN CAPNER HURST

my commission

EXPIRES

FEB. 7/84

NOTICE

TO ALL MEMBERS OF THE SAWRIDGE INDIAN BAND:

AN APPLICATION HAS BEEN MADE TO AMEND THE SAWRIDGE BAND TRUST TO ALLOW INCREASED TERMS FOR THE TRUSTEES. UNDER THE PROPOSAL, THE CHIEF WILL HAVE A TERM OF SIX (6) YEARS, ONE COUNCILLOR WILL HAVE A TERM OF FOUR (4) YEARS AND THE OTHER COUNCILLOR WILL HAVE A TERM OF TWO (2) YEARS. THEY WOULD NOT BE REPLACED UNTIL THE END OF THEIR TERMS AS TRUSTEES EVEN IF THEY WERE DEFEATED IN AN ELECTION. THE TRUSTEES ACT REQUIRES THE CONSENT OF THE ADULT BENEFICIARIES. THE COURT CAN CONSENT FOR MINORS.

IF THERE ARE NO OBJECTIONS IN WRITING SERVED UPON THE SOLICITOR FOR THE BAND WITHIN FOURTEEN (14) DAYS FROM THE POSTING OF THIS NOTICE, THEN WALTER P. TWINN AS CHIEF OF THE BAND SHALL HAVE THE POWER TO CONSENT TO THIS PROPOSED APPLICATION AS THE REPRESENTATIVE OF ALL BENEFICIARIES OF THE SAWRIDGE INDIAN BAND'S TRUST.

ADDRESS FOR OBJECTION: DAVID A. FENNELL PROFESSIONAL CORPORATION #910, 10310 JASPER AVENUE, EDMONTON, ALBERTA, T5J 2W4.

DATE OF POSTING: _____

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

BETWEEN:

WALTER P. TWINN, GEORGE TWINN
and SAMUEL TWINN

Applicants

and:

WALTER P. TWINN (as representative
of the beneficiaries)

Respondent

AFFIDAVIT OF SERVICE

DAVID A. FENNELL
Professional Corporation
#910, 10310 Jasper Avenue
Edmonton, Alberta
T5J 2W4

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

IN THE MATTER OF THE SAWRIDGE BAND TRUST:

I hereby certify this to be a true copy of
the original..... Order
of which it purports to be a copy and
entered as..... 8303-15822
Dated this..... 7..... day of May, 19..... 83

BETWEEN:

[Signature]
for Clerk of the Court

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 20TH DAY
) OF APRIL, A.D. 1983.
)

O R D E R

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 consent of the beneficiaries required under
s.42(6) of the Alberta Trustees Act, R.S.A. 1983, c. T-10 be obtained in the
following manner:

- (a) notice setting out the proposed changes to the trust deed be
posted in a conspicuous place in the Office of the Sawridge Indian Band,
for a period of 14 days.

The notice shall contain a clause stating that, unless objections are made in writing, Chief Walter P. Twinn shall consent to the proposed changes as the representative of all members of the Band.

IT IS FURTHER ORDERED that the consent of the beneficiaries required under s.42(6) of the Alberta Trustees Act, shall read as follows:

NOTICE

TO ALL MEMBERS OF THE SAWRIDGE INDIAN BAND:

AN APPLICATION HAS BEEN MADE TO AMEND THE SAWRIDGE BAND TRUST TO ALLOW INCREASED TERMS FOR THE TRUSTEES. UNDER THE PROPOSAL, THE CHIEF WILL HAVE A TERM OF SIX (6) YEARS, ONE COUNCILLOR WILL HAVE A TERM OF FOUR (4) YEARS AND THE OTHER COUNCILLOR WILL HAVE A TERM OF TWO (2) YEARS. THEY WOULD NOT BE REPLACED UNTIL THE END OF THEIR TERMS AS TRUSTEES EVEN IF THEY WERE DEFEATED IN AN ELECTION. THE TRUSTEES ACT REQUIRES THE CONSENT OF THE ADULT BENEFICIARIES. THE COURT CAN CONSENT FOR MINORS.

IF THERE ARE NO OBJECTIONS IN WRITING SERVED UPON THE SOLICITOR FOR THE BAND WITHIN FOURTEEN (14) DAYS FROM THE POSTING OF THIS NOTICE, THEN WALTER P. TWINN AS CHIEF OF THE BAND SHALL HAVE THE POWER TO CONSENT TO THIS PROPOSED APPLICATION AS THE REPRESENTATIVE OF ALL BENEFICIARIES OF THE SAWRIDGE INDIAN BAND'S TRUST.

ADDRESS FOR OBJECTION: DAVID A. FENNEL PROFESSIONAL CORPORATION #910, 10310 JASPER AVENUE, EDMONTON, ALBERTA, T5J 2W4.

DATE OF POSTING: _____

Entered this 9 day

of May A.D. 1983

[Signature]
Clerk of the Court
SEAL

[Signature]
Clerk of the Court
Justice

No: 8303 15822 A.D. 1983

IN THE COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL DISTRICT OF EDMONTON

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
T5J 2W4

TAB 7

THIS AGREEMENT made with effect from the 19th 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 or 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

.../2

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:

W. Capri...
Witness

Walter Patrick Twinn
Walter Patrick Twinn

Dec 19/83
Date

W. Capri...
Witness

Walter Felix Twinn
Walter Felix Twinn

Dec 19/83
Date

W. Capriano
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

W. Capriano
Witness

David A. Fennell
David A. Fennell

Dec 19/83
Date

W. Capriano
Witness

Walter Patrick Twinn
Walter Patrick Twinn

Dec 19/83
Date

W. Capriano
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

W. Capriano
Witness

George Twinn
George Twinn

Dec 19/83
Date

SCHEDULE "A"

<u>Description</u>	<u>Adjusted Cost Base</u>	<u>Consideration</u>
<p>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</p> <p>excepting thereout:</p> <p>(a) 22.6 Hectares (55.73 acres) more or less described in Certificate of Title No. 227-V-136;</p> <p>(b) 0.158 Hectares (1.28 acres) more or less as shown on Road Plan 469 L.Z.</p>	<p>\$100,000.00</p>	<p>Primissory Note in the amount of \$100,000.00 1 Common share in Sawridge Holdings Ltd.</p>
<p>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.</p>	<p>Land \$ 64,633.00</p> <p>Equipment \$135,687.00</p>	<p>Promissory Note in the amount of \$200,320.00 1 Common Share in Sawridge Holdings L</p>

<u>Description</u>	<u>Adjusted Cost Base</u>	<u>Consideration</u>
<u>C. 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	Promissory Note in the amount of \$419,941.00
	Building \$364,325.00	1 Common Share in Sawridge Holdings Lt.
<u>D. The Residences</u>		
Lot 3, Block 7, Plan 1915 H.W. (305-1st St. N.E.)	Land \$ 24,602.00	Promissory Note in the amount of \$40,000.00
	House \$ 30,463.00	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 VALLE 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 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. Twinn

Per: G. J. 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 19th day of December, A.O. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. 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 19th 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 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 19th 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 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.

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 19th day of November, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter J. Twinn

Per: G. J. 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.

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 19th 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 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.

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 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Twinn

Per: G. 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.

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 19th 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 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 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

TAB 8

THIS AGREEMENT made with effect from the 19 day of December
A.D. 1983.

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;

.../2

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

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.

.../4

- (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.

.../5

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

Wm Capron
Witness

Walter P. Twinn
Walter Patrick Twinn

Dec 19/83
Date

Wm Capron
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

Wm Capron
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.	

.../7

	<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	

TAB 9

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

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")

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

.../2

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:

M Caprethuis
Witness

Walter P Twinn
Walter Patrick Twinn

Dec 19/83
Date

M Caprethuis
Witness

Walter F Twinn
Walter Felix Twinn

Dec 19/83
Date

M Caponebusiness
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

M Caponebusiness
Witness

David A. Fennell
David A. Fennell

Dec 19/83
Date

M Caponebusiness
Witness

Walter Patrick Twinn
Walter Patrick Twinn

Dec 19/83
Date

M Caponebusiness
Witness

Sam Twinn
Sam Twinn

Dec 19/83
Date

M Caponebusiness
Witness

George Twinn
George Twinn

Dec 19/83
Date

APPENDIX "A"

THIS is Appendix "A" to an Agreement made with effect from the 19th 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.	

.../7

<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	

TAB 10

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

TRANSFER AGREEMENT

BETWEEN:

WALTER PATRICK TWINN, SAM TWINN, and GEORGE TWINN
(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;

.../2

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

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.

.../4

- (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.

.../5

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

Walter P. Twinn
Walter Patrick Twinn

M Caponchero
Witness

Dec 19/83
Date

Sam Twinn
Sam Twinn

M Caponchero
Witness

Dec 19/83
Date

George Twinn
George Twinn

M Caponchero
Witness

Dec 19/83
Date

Sawridge Holdings Ltd.
Sawridge Holdings Ltd.
Walter P. Twinn

Witness (c/s)

SCHEDULE "A"

<u>Description</u>	<u>Adjusted Cost</u> <u>Base</u>	<u>Consideration</u>
<p>1. <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</p> <p>excepting thereout:</p> <p>(a) 22.6 Hectares (55.73 acres) more or less described in Certificate of Title No. 227-V-136;</p> <p>(b) 0.158 Hectares (1.28 acres) more or less as shown on Road Plan 469 L.Z.</p>	<p>\$100,000.00</p>	<p>Primissory Note in the amount of \$100,000.00 1 Common share in Sawridge Holdings Ltd.</p>
<p>2. <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.</p>	<p>Land \$ 64,633.00</p> <p>Equipment \$135,687.00</p>	<p>Promissory Note in the amount of \$200,320.00 1 Common Share in Sawridge Holdings Ltd.</p>

<u>Description</u>	<u>Adjusted Cost Base</u>	<u>Consideration</u>
<u>C. 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 Ltd.
<u>D. 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 Ltd.
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 Ltd.
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 Ltd.

Description

Consideration

Shares in Companies

1. Sawridge Holdings Ltd.

Walter Patrick Twinn -
20 Class "A" common

George Twinn -
2 Class "A" common

Walter Felix Twinn -
10 Class "A" common

2. Sawridge Enterprises Ltd.

Walter P. Twinn -
1 share

G. Twinn -
1 share

George Twinn -
1 share

1 common share in
Sawridge Holdings Ltd.

1 common share in
Sawridge Holdings Ltd.

1 common share in
Sawridge Holdings Ltd.

3. Sawridge Development Co. (1977) Ltd.

Walter P. Twinn -
8 common

Sam Twinn -
1 common

Walter Felix Twinn -
1 common

1 common share in
Sawridge Holdings Ltd.

1 common share in
Sawridge Holdings Ltd.

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.
<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.

TAB 11

Deloitte Haskins+Sells

Chartered Accountants

18th Floor
Toronto-Dominion Tower
Edmonton Centre
Edmonton, Alberta T5J 3P9
(403) 421-3611
Telex 037-3032
Cable DEHANDS

To the Band Council of
Sawridge Indian Band #19:

We have examined the balance sheet of the Sawridge Indian Band #19 as at March 31, 1984 and the statements of revenue and expenditures and fund balance and of changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests and other procedures as we considered necessary in the circumstances, except as explained in the following paragraph.

Because the Government of Canada maintains the Band's agreements for oil and gas royalties and surface rights in confidence, we were unable to examine supporting documentation regarding revenue from oil and gas royalties and surface rights. Accordingly, our verification of revenue from this source mainly consisted primarily of direct communication with the oil companies for amounts paid to the Government of Canada, on behalf of the Band.

In our opinion, except for the effect of adjustments, if any, which we might have considered to be necessary had income from oil and gas royalties and surface rights been susceptible to complete audit verification, these financial statements present fairly the financial position of the Band as at March 31, 1984 and the results of its operations and the changes in its financial position for the year then ended in accordance with the accounting principles described in Note 1 applied on a basis consistent with that of the preceding year.



Auditors

June 1, 1984

SAW000241

SAWRIDGE INDIAN BAND #19

STATEMENT OF REVENUE AND EXPENDITURES AND FUND BALANCE

YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
REVENUE		
Grant - Department of Indian and Northern Affairs	\$ -	\$ 7,155
Oil and gas royalties and surface rights	5,618,242	5,751,118
Interest income (Note 10)	2,475,970	3,384,078
Laundry	14,507	15,896
Property rental	87,287	91,889
Sundry	15,188	17,600
Trucking	-	23,830
	<u>8,211,194</u>	<u>9,291,566</u>
EXPENDITURES		
General and administrative - Schedule 1	576,437	750,368
Capital expenditures - Schedule 2	380,395	82,629
	<u>956,832</u>	<u>832,997</u>
EXCESS OF REVENUE OVER EXPENDITURES BEFORE OTHER ACTIVITIES	<u>7,254,362</u>	<u>8,458,569</u>
OTHER ACTIVITIES - EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES		
Arcom Plant Operations - Schedule 3	(18,767)	(30,654)
Planer Mill Operations - Schedule 4	(8,922)	(29,315)
Apartment Building Operations - Schedule 5	5,228	7,473
	<u>(22,461)</u>	<u>(52,496)</u>
EXCESS OF REVENUE OVER EXPENDITURES	7,231,901	8,406,073
FUND BALANCE, BEGINNING OF YEAR	<u>32,674,995</u>	<u>24,954,571</u>
	<u>39,906,896</u>	<u>33,360,644</u>
DISTRIBUTIONS TO BAND MEMBERS (Note 16)	(18,169,727)	(186,095)
DISTRIBUTIONS TO BAND MEMBERS ENFRANCHISED (Note 11)	<u>(1,353,345)</u>	<u>(499,554)</u>
	<u>(19,523,072)</u>	<u>(685,649)</u>
FUND BALANCE, END OF YEAR	<u>\$ 20,383,824</u>	<u>\$32,674,995</u>

SAWRIDGE INDIAN BAND #19

BALANCE SHEET

MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
<u>ASSETS</u>		
CASH AND TERM DEPOSITS	\$ 5,269,431	\$ 5,451,297
ACCOUNTS RECEIVABLE	24,819	40,596
PREPAID EXPENSES	-	12,950
FUNDS HELD BY THE GOVERNMENT OF CANADA (Note 3)	14,236,094	13,322,108
DUE FROM BAND MEMBERS	806	46,428
DUE FROM RELATED PARTIES (Note 4)	27,549	12,160,024
INVESTMENTS (Note 5)	109,779	152,191
PROPERTY AND EQUIPMENT (Note 6)	791,386	1,575,041
RIGHT OF WAY (Note 7)	<u>1</u>	<u>1</u>
	<u>\$20,459,865</u>	<u>\$32,760,636</u>
CONTINGENT ASSET (Note 8)		
<u>LIABILITIES</u>		
ACCOUNTS PAYABLE AND ACCRUED CHARGES	\$ 72,191	\$ 53,458
RENTAL DEPOSITS	3,850	1,750
LONG-TERM DEBT (Note 9)	<u>-</u>	<u>30,433</u>
	76,041	85,641
<u>FUND BALANCE</u>		
FUND BALANCE	<u>20,383,824</u>	<u>32,674,995</u>
	<u>\$20,459,865</u>	<u>\$32,760,636</u>

Approved by:

.....Chief

.....Band Administrator

SAWRIDGE INDIAN BAND #19

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
SOURCES OF CASH		
Operations		
Excess of revenue over expenditures	\$ 7,231,901	\$8,406,073
Decrease in lumber inventory	-	203,136
Increase in rental deposits	2,100	250
Proceeds from sale of equipment	785,228	398
Decrease in accounts receivable	15,777	-
Decrease in prepaid expenses	12,950	-
Decrease in due from Band members	45,622	-
Decrease in amounts due from related parties	12,132,475	-
Proceeds on sale of investments	82,391	-
Increase in accounts payable and accrued charges	18,733	-
	<u>20,327,177</u>	<u>8,609,857</u>
USES OF CASH		
Increase in accounts receivable	-	39,403
Increase in prepaid expenses	-	2,245
Increase in funds held by Government of Canada	913,986	168,862
Advances to Band members	-	17,699
Advances to related parties	-	5,004,953
Increase in investments	39,979	100,000
Additions to property and equipment	1,573	125,162
Decrease in accounts payable and accrued charges	-	44,036
Repayment of long-term debt	30,433	85,430
Distributions to Band members	18,169,727	186,095
Distributions to Band members enfranchised	1,353,345	499,554
	<u>20,509,043</u>	<u>6,273,439</u>
(DECREASE) INCREASE IN CASH	(181,866)	2,336,418
CASH AND TERM DEPOSITS, BEGINNING OF YEAR	<u>5,451,297</u>	<u>3,114,879</u>
CASH AND TERM DEPOSITS, END OF YEAR	<u>\$ 5,269,431</u>	<u>\$5,451,297</u>

SAWRIDGE INDIAN BAND #19

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1984

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies used by the Band are:

Investments in unlisted securities

Investments in unlisted securities are recorded at cost. This policy is in accordance with the Accounting Guide on Indian Bands in Canada.

Investment in partnership

The Band accounts for investment in partnership on the equity basis whereby the investment is initially recorded at cost and adjusted to recognize the Band's share of net income or losses.

Property and equipment

All the property and equipment on the reserve, except for income-producing properties, are written off in the year of acquisition and carried at a nominal value of \$1. This policy is in accordance with the Accounting Guide on Indian Bands in Canada.

Property and equipment located off the reserve and income-producing properties on the reserve are stated at cost. No depreciation is provided on these assets during the year.

Right of way

The right of way is carried at a nominal value of \$1.

2. RELATED PARTY

The Government of Canada controls funds held in the capital fund. Income from oil and gas royalties, surface rights, and interest income from investment of the capital fund is received and controlled by the Government of Canada. Capital funds held by the Government of Canada cannot be disbursed or committed by the Band without approval of the Government of Canada.

SAWRIDGE INDIAN BAND #19
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 1984

3. FUNDS HELD BY THE GOVERNMENT OF CANADA

	1984	1983
Capital funds	\$11,819,524	\$ 9,839,574
Revenue funds	2,416,570	3,482,534
	\$14,236,094	\$13,322,108

Capital funds held by the Government of Canada, cannot be disbursed or committed by the Band without approval of the Government of Canada. The Government of Canada has complete control over the investment of funds held by them.

The Minister of Indian Affairs and Northern Development has undertaken to the Societe General (Canada), who have a first mortgage on a hotel located in Jasper National Park and owned by Sawridge Enterprises Ltd., that the total of Capital and Revenue Funds held by the Government of Canada on behalf of the Sawridge Band of Indians will not be less than \$3,000,000; and if necessary these funds will be applied against the above mortgage.

4. DUE FROM RELATED PARTIES

	1984	1983
Amounts due from Sawridge Development Co. (1977) Ltd. are unsecured with no specific terms of repayment		
- non-interest bearing advances	\$ -	\$ 1,328,952
- advances bearing interest at prime plus 6%	-	1,675,000
Amount due from Sawridge Holdings Ltd. is non-interest bearing, unsecured and has no specified terms of repayment	-	506,572
Amount due from Sawridge Hotels Ltd. is non-interest bearing, unsecured and has no specified terms of repayment	-	92,403
Amounts due from Sawridge Enterprises Ltd. are unsecured with no specified terms of repayment		
- advances for operations at a rate renegotiated annually	-	5,859,111
- advances for Sawridge Jasper Hotel at 13%	-	2,670,437
Amounts due from Persaw Holdings Ltd. are unsecured with no specified terms of repayment		
- promissory note bearing interest at 8% commencing 30 days after demand	15,000	15,000
- non-interest bearing advance	12,549	12,549
	\$27,549	\$12,160,024

SAWRIDGE INDIAN BAND #19NOTES TO THE FINANCIAL STATEMENTSMARCH 31, 1984

5. INVESTMENTS.

	<u>1984</u>	<u>1983</u>
(i) Investments in unlisted securities		
Sawridge Development Co. (1977) Ltd.	\$ -	\$ 10
Sawridge Hotels Ltd.	-	8,138
Sawridge Enterprises Ltd.	-	3
Slave Lake Developments Ltd.	-	44,000
Sawridge Holdings Ltd.	-	-
Persaw Holdings Ltd.	<u>40</u>	<u>40</u>
	40	52,191
(ii) Investment in Alberta Limited Partnerships		
TAI (1982) Resources Program	69,760	100,000
TAI (1983-1) Resources Program	<u>39,979</u>	<u>-</u>
	<u>\$109,779</u>	<u>\$152,191</u>

6. PROPERTY AND EQUIPMENT

	<u>1984</u>	<u>1983</u>
Aircraft *	\$ 1	\$ 1
Arcom plant	-	419,941
Band housing *	1	1
Equipment and vehicles *	1	1
Furnishings *	1	1
Laundry facilities *	52,947	52,947
Planer mill site and equipment	-	200,320
Northwood building *	69,773	68,200
Office building *	1	1
Rental properties	-	64,967
Sawridge apartments *	543,495	543,495
Tennis court *	1	1
Television system *	1	1
Waterline *	1	1
Zeidler land	-	100,000
Financed vehicles *	1	1
Airplane hangar	<u>125,162</u>	<u>125,162</u>
	<u>\$791,386</u>	<u>\$1,575,041</u>

* Located on the Sawridge Indian Band Reserve

SAWRIDGE INDIAN BAND #19
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 1984

7. RIGHT OF WAY

The Band granted a right of way through reserve lands to the Province of Alberta to construct a highway. The consideration for this right of way due to the band is under negotiation and is not currently determinable.

8. CONTINGENT ASSET

Payments made by the Government of Canada (Department of Indian and Northern Affairs) to seven enfranchisees during the year ended March 31, 1982 were based on incorrect calculations. This resulted in overpayment of \$97,909. Management has requested the Department of Indian and Northern Affairs to repay the funds to the capital and revenue funds accordingly. This potential refund has not been recorded in these financial statements because the Government has not repaid the funds at the date of these financial statements.

9. LONG-TERM DEBT

	<u>1984</u>	<u>1983</u>
10.75% first mortgage payable to Alberta Home Mortgage Corporation in monthly instalments of \$461 including interest and taxes, due December 31, 1998, secured by land and houses in the town of Slave Lake	\$ -	<u>\$30,433</u>

10. INTEREST INCOME

Interest income consists of the following:

	<u>1984</u>	<u>1983</u>
Interest on term deposits and savings accounts	\$ 572,397	\$ 763,432
Interest from Sawridge Enterprises Ltd.	913,636	940,411
Interest from Sawridge Development Co. (1977) Ltd.	265,949	347,981
Interest from the Department of Indian and Northern Affairs	<u>723,988</u>	<u>1,332,254</u>
	<u>\$2,475,970</u>	<u>\$3,384,078</u>

Interest from the Department of Indian and Northern Affairs is calculated on the following basis:

- (a) Calculate the average rate of those market yields of the Government of Canada bond issues as published each Wednesday by the Bank of Canada as part of its weekly financial statistics which have terms to maturity of 10 years or over for each quarter of the fiscal year.
- (b) Calculate quarterly month-end balances on deposit.
- (c) Calculate interest earned by multiplying the amount established in (b) by the rate of interest established in (a).
- (d) Credit quarters October-November-December and April-May-June of every fiscal year the Indian Band Fund's accounts with the interest earned from the two preceding quarters.

SAWRIDGE INDIAN BAND #19

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1984

11. ENFRANCHISEMENT

During the year four Band members were enfranchised and received \$1,353,345 in accordance with Section 109 of the Indian Act.

12. OPERATIONS

Sawridge Indian Band #19 was formed under the provisions of Treaty #8 signed with the Government of Canada. The Band provides local government and related services to its members.

13. COMPARATIVE FIGURES

Certain of the prior year's comparative figures have been reclassified to conform to the current year's presentation.

14. INCOME TAXES

The Band is exempt from income taxes under Section 87 of the Indian Act and accordingly is not taxable during the current year.

15. SUBSEQUENT EVENT

During May 1984, the Band purchased an airplane at a cost of approximately \$1,600,000. This purchase has not been reflected in the financial statements.

16. DISTRIBUTIONS TO BAND MEMBERS

On December 17, 1983 the members of the Band transferred certain assets with a carrying value of \$17,951,590 to "The Sawridge Band Trust", a trust formed for the benefit of the members of the Sawridge Indian Band.

In addition to the above the Band made regular distributions to Band members amounting to \$218,137 (1983 - \$186,095).

SCHEDULE 1

SAWRIDGE INDIAN BAND #19

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES

YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
Aircraft	\$ 19,501	\$ 38,424
Bank charges	230	765
Insurance	47,726	29,267
Interest on long-term debt	8,805	10,440
Laundry	7,887	12,458
Medical and welfare	9,886	8,872
Office and sundry	8,835	19,286
Professional fees	36,216	97,161
Promotion	1,987	7,725
Property taxes	5,228	13,617
Repairs and maintenance		
Vehicles and equipment	8,783	11,321
Housing	35,326	53,711
Office	34,606	27,108
Rent	16,000	9,502
Travel	31,353	56,769
Utilities		
Office	37,342	24,870
Band members	15,514	20,903
Other	8,411	25,547
Vehicle expense	36,130	34,881
Wages and employee benefits	206,671	247,741
	<u>\$576,437</u>	<u>\$750,368</u>

SCHEDULE 2

SAWRIDGE INDIAN BAND #19

SCHEDULE OF CAPITAL EXPENDITURES

YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
Automotive	\$ 28,500	\$ -
Band housing	25,694	23,000
Equipment	94,599	15,450
Furnishings	15,437	13,468
Office addition	-	14,079
Recreation facilities	24,588	-
TV satellite dish	-	14,545
Waterline	-	2,087
Landscaping	23,158	-
Land improvements	<u>168,419</u>	<u>-</u>
	<u>\$380,395</u>	<u>\$82,629</u>

SCHEDULE 3

SAWRIDGE INDIAN BAND #19

ARCOM PLANT OPERATIONS

YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
RENTAL REVENUE	\$ <u>-</u>	\$ <u>-</u>
EXPENDITURES		
Insurance	-	2,722
Property taxes	5,600	5,538
Repairs and maintenance	78	990
Sundry	53	-
Telephone and utilities	<u>13,036</u>	<u>21,404</u>
	<u>18,767</u>	<u>30,654</u>
DEFICIENCY OF REVENUE OVER EXPENDITURES	<u>\$18,767</u>	<u>\$30,654</u>

SAWRIDGE INDIAN BAND #19PLANER MILL OPERATIONSYEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
LUMBER SALES	\$ 6,691	\$225,779
COST OF SALES	-	203,136
GROSS PROFIT	<u>6,691</u>	<u>22,643</u>
EXPENDITURES		
Insurance	-	2,519
Property taxes	861	532
Repairs and maintenance	7,839	4,303
Supplies	3,725	1,598
Telephone and utilities	1,062	1,745
Wages and employee benefits	<u>2,126</u>	<u>41,261</u>
	<u>15,613</u>	<u>51,958</u>
DEFICIENCY OF REVENUE OVER EXPENDITURES	<u>\$ 8,922</u>	<u>\$ 29,315</u>

SCHEDULE 5

SAWRIDGE INDIAN BAND #19
APARTMENT BUILDING OPERATIONS
YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
RENTAL REVENUE	<u>\$28,333</u>	<u>\$26,622</u>
EXPENDITURES		
Janitor	7,050	6,600
Maintenance	3,446	1,962
Sundry	18	189
Utilities	<u>12,591</u>	<u>10,398</u>
	<u>23,105</u>	<u>19,149</u>
EXCESS OF REVENUE OVER EXPENDITURES	<u>\$ 5,228</u>	<u>\$ 7,473</u>

TAB 12

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, WALTER P. TWINN, of the Town of Slave Lake, in the Province of Alberta, DO SOLEMNLY DECLARE, that

1. I am the duly elected Chief of the Sawridge Indian Band, having a reserve near the Town of Slave Lake, in the Province of Alberta;
2. I have served as Chief of the Sawridge Indian Band continuously for fifteen years.
3. As Chief of the Sawridge Indian Band I have full signing authority in matters dealing with the affairs of the Band;
4. The property legally described as Plan 1915 HW, Block Seven (7), Lot Three (3), Slave Lake Addition is registered in the name of the Sawridge Indian Band;
4. The properties legally described as Lots Seventeen (17) and Eighteen (18), in Block Thirty Five (35), on Plan 5928 R.S., Slave Lake are registered in the name of Sawridge Band, Housing Authority.
5. All the property now held by the Band is being transferred to Sawridge Holdings Ltd., a company wholly owned by the Sawridge Indian Band, established to provide a more formal vehicle to hold property for the benefit of present and future members of the Sawridge Indian Band, pursuant to a Trust Agreement dated the 19th day of December, A.D. 1983.
6. George Twinn, Sam Twinn and myself are the current Trustees of the Sawridge Band Trust, and they are aware of the Transfer of the herein described properties into the name of Sawridge Holdings Ltd., which are identified in the above described Trust Agreement.
7. I make this Affidavit in support of a Application under s.152(4) of the Land Titles Act of Alberta to obtain Flats with regard to the above described land in order to effect registration of the Transfer of same to Sawridge Holdings Ltd.
8. Attached hereto and marked as Exhibit "A" is the Trust Agreement dated the 19th day of December, A.D. 1983.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

Declared before me at the City)
of Edmonton, in the Province of)
Alberta, this 6th day of June,)
A.O. 1984.)

Marilyn Capnerhurst
A Commissioner for Oaths in and
for the Province of Alberta.

WALTER P. TWINN

MARILYN CAPNERHURST
MY COMMISSION
EXPIRES FEB. 7, 1987

EXHIBIT "A"

THIS AGREEMENT made with effect from the 6th day of February 1987 referred to in the Affidavit of
A.D. 1983.

WALTER P. TWINN
Sworn before me this 6th day
of June A.D. 1986
Marilyn Capnerhurst
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")

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 or 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

.../2

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:

M Capriuburst
Witness

Walter P Twinn
Walter Patrick Twinn

Dec 19/53
Date

M Capriuburst
Witness

Walter F Twinn
Walter Felix Twinn

Dec 19/53
Date

.../3

McCaughy
Witness

[Signature]
Sam Twinn

Dec 19/83
Date

McCaughy
Witness

[Signature]
David A. Fennell

Dec 19/83
Date

McCaughy
Witness

[Signature]
Walter Patrick Twinn

Dec 19/83
Date

McCaughy
Witness

[Signature]
Sam Twinn

Dec 19/83
Date

McCaughy
Witness

[Signature]
George Twinn

Dec 19/83
Date

APPENDIX "A"

THIS is Appendix "A" to an Agreement made with effect from the 19th 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.	

.../7

<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	

TAB 13

29/1-97182/4-161184jah

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

IN THE MATTER OF the Debenture
(the Debenture") executed the 21
day of January, 1985 granted by
Sawridge Enterprises Ltd. in
favour of the Sawridge Indian Band
(hereinafter collectively referred
to as the "Holder")

STATUTORY DECLARATION

I, Walter B. Twinn, of the Sawridge Indian Band Reserve near Slave Lake in the Province of Alberta, having been duly sworn, do hereby depose and say:

1. THAT I am the President of Sawridge Enterprises Ltd. (the "Corporation"), and as such have knowledge of the affairs of the Corporation.
2. THAT I have examined the debenture of even date.
3. THAT all machinery, and equipment owned by or in the possession of the Corporation or used by it in connection with its business is wholly owned by the Corporation, the purchase price thereof having been paid in full and no mortgage, privilege, lien, charge, encumbrance, right, title or interest therein is claimed by or vested in any other person, except for:
 - (a) the Alberta Opportunity Company pursuant to a debenture in the principal amount of \$500,000.00 and registered at the Corporations Branch on September 19, 1973; and
 - (b) a chattel mortgage in favour of the Societe Generale (Canada) in the principal amount of \$11,500,000.00 and registered at the Corporations Branch and at Central Registry on August 4, 1983.
4. THAT the Corporation is not the proprietor or owner of any other real property or chattels in the Province of Alberta or elsewhere, other than as described in the Debenture.
5. THAT the Corporation is a valid and subsisting corporation in good standing is registered under the laws of the Province of Alberta the only jurisdiction in which it carries on business and it does not hold assets or carry on business in any other provincial jurisdiction and the Corporation has the corporate power and authority to carry on its business as now conducted and holds any permits necessary for the conduct of its business; that I know of no proceedings to condemn, expropriate, purchase or otherwise acquire the business or any property of the Corporation; and that the Corporation, is not in default in the payment of any taxes, rates or assessments having priority over the Debenture.

6. THAT the following person(s), has(have) been and is(are) duly and properly authorized by the Corporation, to execute the Debenture and other related documents and the signatures shown opposite their names are their signatures:

Sample Signature Walter P. Twinn
President, Walter P. Twinn

Sample Signature George Twinn
Secretary, George Twinn

7. THAT the Corporation is as of the date hereof indebted to the shareholders in the amounts specified below:

<u>Shareholder</u>	<u>Amount</u>
Not known	

8. THAT the resolutions adopted by the Corporation respecting the issuance and granting of the Debenture and the signing of any other Agreements all in favour of the Holder were duly and properly adopted by the Board of Directors of the Corporation and ratified by the Shareholders of the Corporation and are of full force and effect.

9. That the shareholders and directors of the Corporation have not and will not grant any security which ranks in priority to the Debenture except for the security described below, being already consented to by the Holder:

- (a) a mortgage in favour of Her Majesty The Queen in right of Canada, registered at the Land Titles Office ("L.T.O.") as Instrument No. 3673 SS;
- (b) a caveat in favour of the Societe Generale (Canada) registered at the L.T.O. as Instrument No. 832202427.
- (c) a mortgage in favour of the Alberta Opportunity Company registered at the L.T.O. as Instrument No. 5399 UB;
- (d) a postponement registered at the L.T.O. as Instrument No. 1545 U.K.;
- (e) a mortgage in favour of the Societe Generale (Canada) registered at the L.T.O. as Instrument No. 832187939;
- (f) a caveat in favour of the Societe Generale (Canada) registered at the L.T.O. as Instrument No. 832202425.
- (g) a debenture in the principal amount of \$500,000.00 in favour of the Alberta Opportunity Company registered at the Corporations Branch on September 19, 1973;

- (h) a chattel mortgage in favour of the Societe Generale (Canada) and registered at Central Registry as Instrument No. 432294 and at the Corporations Branch on August 4, 1983;
- (i) an assignment of book debts in favour of the Societe Generale (Canada) and registered at the Central Registry as Instrument No. 432573.

10. That the Articles and By-laws of the Corporation do not restrict the authority of the Directors of the Corporation to borrow money secured by the credit of the Corporation as may be provided for pursuant to s.98.1 of the Business Corporations Act of Alberta.

11. That there is no Unanimous Shareholder's Agreement in effect which restricts the authority of the Directors of the Corporation to borrow money secured by the credit of the Corporation as may be provided for pursuant to s.98.1 of the Business Corporations Act of Alberta.

12. That the issuance, execution and delivery of the Debenture and the issuance, execution and delivery of all ancillary documentation does not constitute a breach of covenant or default and will not result in the acceleration of any payment or obligation under any agreement or instrument securing indebtedness of the Corporation.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath under and by virtue of The Canada Evidence Act.

SEVERALLY DECLARED BEFORE ME by)
 the said Waler P. Twinn in the)
 City of Edmonton, in the)
 Province of Alberta 21 day)
 of December, 1984:)

Walter P. Twinn

John ...
 (A Commissioner for Oaths in and
 for the Province of Alberta).

KATHY KLEIN Oct 22/85

Sawridge Enterprises Ltd. represents and warrants to the Lender that each of the statements contained in the above Declaration is true and correct.

DATED AT Slave Lake, in the Province of Alberta,
this 21 day of January, A.D. 1985.

SAWRIDGE ENTERPRISES LTD.

Per: Walter J. c/s

TAB 14

SAWRIDGE ENTERPRISES LTD.

(incorporated under the laws of the Province of Alberta)

DEMAND DEBENTURE - \$12,000,000.00

WHEREAS:

A. WALTER P. TWINN (herein called the "Holder") as Trustee for the SAWRIDGE INDIAN BAND a band of Indians maintaining a reserve at or near the Town of Slave Lake in the Province of Alberta, has advanced to SAWRIDGE ENTERPRISES LTD. formerly known as Sawridge Native Enterprises Ltd; (herein called the "Company") the sum (herein called the "Present Indebtedness") of TEN MILLION EIGHT HUNDRED SEVENTY THOUSAND (\$10,870,000.00) DOLLARS as evidenced by a series of demand promissory notes, which demand promissory notes were to be further collaterally secured by way of a debenture.

B. The Company has requested an additional sum of money (herein called the "Additional Indebtedness") in the amount of ONE MILLION ONE HUNDRED THIRTY THOUSAND (\$1,130,000.00) DOLLARS.

C. WHEREAS the Holder has agreed to advance the Additional Indebtedness only if the Company grants a debenture to the Holder in the principal amount of TWELVE MILLION (\$12,000,000.00) DOLLARS (herein called the "Principal Sum"), such debenture to secure the Present Indebtedness and to secure the Additional Indebtedness of the Company to the Holder.

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the Company hereby covenants and agrees with the Holder as follows:

1. (a) The Company acknowledges itself indebted to and promises to pay to the Holder on demand, or on such earlier date as the indebtedness hereby secured becomes payable in accordance with

[Faint signature and stamp area]

~~the terms of this debenture~~ or by operation of law, at his office located at the Sawridge Indian Reserve, Slave Lake, Alberta or at such other address as the Company may receive written notice of from the Holder from time to time, the Principal Sum together with interest thereon or on so much thereafter as shall from time to time remain unpaid at the rate specified in clause 1(b), such interest being payable before and after demand, default and judgment. Interest at the rate specified shall accrue from and after June 1, 1984, being the interest adjustment date, and shall be calculated half-yearly not in advance on the 1st day of June and on the 1st day of December, in each and every year during which this debenture remains undischarged by the Holder (the first of which calculations and compounding shall be made on the first of such dates next following the interest adjustment date); and

- (b) Interest shall accrue at the rate per annum equal to Three (3%) per cent in excess of the "Prime Rate" as herein defined. The "Prime Rate" means 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 Halifax, in the Province of Nova Scotia) on substantial Canadian Dollar loans to its prime risk commercial customers. It is understood and agreed that the Prime Rate is a variable rate published and charged by The Bank of Nova Scotia from time to time and 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 Prime Rate then in effect plus Three (3%) per annum. The Company 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 Company shall have received notice in respect of any change. It being provided and agreed that interest at the Prime Rate 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 is computed from (and including) the date the Principal Sum or any part thereof is advanced.~~

2. The amount of the Principal Sum already advanced under and secured by this debenture is the Present Indebtedness and the rate of interest chargeable thereon is the Prime Rate plus Three (3%) per centum per annum calculated half yearly and not in advance. The amount of Principal Sum which remains to be advanced under and secured by this debenture is the Additional Indebtedness and the rate of interest chargeable thereon is the Prime Rate plus Three (3%) per centum per annum calculated half-yearly and not in advance.

3. As security for the due payment of the Principal Sum and interest and all other debts, liabilities and indebtedness of the Company to the Holder, whether such indebtedness arises under this debenture or not, from time to time owing on the security of these presents and for the due performance of the obligations of the Company herein contained:

- (a) The Company hereby mortgages by way of a fixed and specific mortgage and charge to and in favour of the Holder all its estate and interest in fee simple in possession of those parcels of land (herein called the "Lands") situate in the Town of Slave Lake, in the Province of Alberta, more particularly described in the First Schedule hereto and including all buildings, improvements, plant, erections, fixtures and fixed equipment of the Company now or at any time hereafter placed thereon and any and all rights, interests, licenses, franchises and privileges appertaining thereto or connected therewith, and any replacement property subject however to such encumbrances, liens and interests as are described in the first schedule hereto as "Permitted Encumbrances";

(b) ~~The Company hereby mortgages by way of a fixed and specific mortgage and charge to and in favour of the Holder its leasehold estate in possession and interest in that parcel of land (herein called the "Leased Lands") situate in the Town of Jasper, in the Province of Alberta, more particularly described in the Second Schedule hereto, and including all buildings, improvements, plant, erections, fixtures and fixed equipment of the Company now or at any time hereafter placed thereon and any and all rights, interests licenses, franchises and privileges appertaining thereto or connected therewith, and any replacement property subject however to such encumbrances, liens and interests as are described in the second schedule hereto as "Permitted Encumbrances"; and~~

(c) The Corporation hereby grants, assigns, transfers sets over, mortgages, pledges, charges, confirms and encumbers, as and by way of a floating charge, to and in favour of the Holder, all its undertaking and all its property and assets, real and personal, movable and immovable, of whatsoever nature and wheresoever situate, both present and future, including, without in any way limiting the generality of the foregoing, its present and future goodwill, trademarks, inventions, processes, patents and patent rights, franchises, benefits, immunities, materials, supplies, inventories, furniture, equipment, revenues, incomes, contracts, leases, licences, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, choses in actions, stocks, shares, securities, including without limiting the generality of the foregoing its uncalled capital and all other property and things of value tangible or intangible, legal or equitable, including without limitation all interests of the Company under any conditional sales, mortgage or lease agreements subject however to such encumbrances, liens and interests as are described in the third

schedule hereto as "Permitted Encumbrances"; Provided that the floating charge created in this clause 3(c) shall not in any way hinder or prevent the Company (until the security hereby constituted shall have become enforceable) from leasing, mortgaging, pledging, selling, alienating, assigning, giving security to its bankers under The Bank Act or otherwise charging, disposing of or dealing with that portion of the Mortgaged Property that is subject to the floating charge in the ordinary course of its business and for the purpose of carrying on the same and without limitation shall not hinder or prevent the Company from borrowing from bankers or others upon the security of the Company's accounts or bills receivable or mercantile documents or any other property, such sums of money as the Company may from time to time deem necessary in the ordinary course of the Company's business and for the purpose of carrying on the same.

- (d) It is acknowledged that the property charged by clauses 3(a), 3(b), and 3(c) is herein collectively called the "Mortgaged Property".

4. Neither the execution nor registration nor acceptance of this debenture, nor the advance of part of the monies secured hereby shall bind the Holder to advance the entire sum or any unadvanced portion thereof, but nevertheless this debenture and the mortgage and charge hereby created shall take effect forthwith upon the execution hereof, whether the monies hereby secured shall be advanced before, after or upon the date of execution of these presents, and if the Principal Sum or any part thereof shall not be advanced at the date hereof, the Holder may advance the same in one or more sums to the Company or to its order at any future date or dates, and the amounts of such advances when so made shall be secured hereby and be repayable with interest as herein provided.

5. This Debenture is issued subject to and with the benefit of the conditions and schedules hereto annexed which are deemed to be part of it.

In witness whereof the Company has executed this debenture by the hands of its duly authorized officers in that behalf and under its corporate seal this 21 day of January, 1985.

SAWRIDGE ENTERPRISES LTD.

Per: Walter P. ...
President

(corporate seal)

Per: G. V. S. ...
Secretary

CONDITIONS OF DEBENTURE

THE FOLLOWING ARE THE CONDITIONS REFERRED TO IN THE DEBENTURE DATED JANUARY 21, 1985 AND TO WHICH THESE CONDITIONS ARE ATTACHED.

THE COMPANY HEREBY COVENANTS AND AGREES WITH THE HOLDER THAT:

1. This debenture is a single debenture securing the Principal Sum of TWELVE MILLION (\$12,000,000.00) DOLLARS, interest and all other sums made payable by this debenture and is a charge upon the Mortgaged Property and the Company is not at liberty to create any mortgage or charge in priority to or pari passu with this debenture, save as specifically provided herein.

2. The Company lawfully owns and is lawfully in possession of the Mortgaged Property; that it has a good right and lawful authority to grant, convey, assign, transfer, hypothecate, mortgage, pledge and/or charge the Mortgaged Property as herein provided; that the Mortgaged Property is free and clear of any deed of trust, mortgage, lien or similar charge or encumbrance except such as are known to and permitted by the Holder and as set out in Schedules 1, 2 and 3 and called the "Permitted Encumbrances"; that on default the Holder shall have quiet possession of the Mortgaged Property, free from all encumbrances save as herein provided; and that it will warrant and defend the title of the Mortgaged Property and every part thereof, whether now owned or hereafter acquired by the Company, against the claims and demands of all persons whomsoever.

3. This debenture is given as additional and collateral security to and not in substitution for a series of 13 promissory notes (the "Notes") given by the Company payable to Holder and dated July 31, 1973, July 31, 1974, July 31, 1975, July 31, 1976, July 31, 1977, November 30, 1977, July 31, 1978, December 31, 1978, December 31, 1979, December 31, 1980, December 31, 1981, December 31, 1982, December 31, 1983 and any renewals, replacements or substitutions thereof. Payments made under the Notes shall be credited against payments due hereunder, and vice versa, and notwithstanding anything contained in the Notes or in any renewals,

hereby secured shall forthwith be due and payable upon any default or breach by the Company of any covenant, agreement or provision of this debenture, the whole of the Principal Sum and interest owing under the Notes or any renewals, replacements or substitutions thereof shall likewise and forthwith shall be due and payable.

4. The Company acknowledges that any monies advanced prior to the execution of this debenture were advanced on the condition that this debenture be granted to the Holder as security for such advance.

5. The Company will duly and punctually pay or cause to be paid to the Holder the Principal Sum together with interest accrued thereon, and in the case of default, compound interest, and any other monies due or payable under the debenture at the date and places and in the manner mentioned herein.

6. The Company will maintain its corporate existence, diligently preserve all its rights, powers, privileges, franchises and good will; carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Mortgaged Property and the earnings, income, rents, issues and profits thereof; duly observe, and perform all valid requirements of any governmental or municipal authority relative to the Mortgaged Property or any part thereof and all covenants, terms and conditions upon or under which the Mortgaged Property is held; and exercise any rights of renewal or extensions of any lease, license, concession, franchise or other right, whenever, in the opinion of the Company, it is advantageous to the Company to do so.

7. The Company will punctually pay and discharge every obligation lawfully incurred by it or imposed upon it or the Mortgaged Property or any part thereof, by virtue of any law, regulation, order, direction or requirement of any competent authority or any contract, agreement, lease, license, concession, franchise or otherwise, the failure to pay or discharge which might result in any lien or charge against the Mortgaged

Property or any part thereof and will exhibit to the Holder when required a certificate of the Company's auditor or other evidence establishing such payment; provided that the Company may, upon furnishing such security, if any, as the Holder may require, refrain from paying and discharging any such obligation so long as it shall in good faith contest its liability therefor.

8. The Company does hereby indemnify and save harmless the Holder from all liability and damages of whatsoever nature which may be incurred or caused in connection with the use and operation of the Mortgaged Property or any part thereof.

9. The Company will fully and effectually maintain and keep maintained the security herein created as a valid and effective security at all times and it will not, save as herein permitted, permit or suffer the registration of any lien, privilege or charge of workmen, builders, contractors, architects or suppliers of materials upon or in respect of the Mortgaged Property or any part thereof which would rank prior to or pari passu with this debenture; provided that the registration of such lien, privilege or charge shall not be deemed to be a breach of this covenant if the Company shall desire to contest the same and shall give security to the satisfaction of the Holder for the due payment or discharge of the amount claimed in respect thereof in case it shall be held to be a valid lien, privilege or charge.

10. The Company will not, without prior written consent of the Holder permit any of its lessees to pay to the Company or to any party whomsoever other than the Holder, in advance of the time specified in any lease (or renewal thereof) of space or premises in the building situate on the Lands or Leased Lands the rentals payable thereunder or permit any such lessee to surrender any lease of such space or premises, or otherwise terminate the term granted by such lease or other renewal thereof, or materially alter or amend or agree to alter or amend any of the provisions of such lease or any renewal thereof.

11. The last day of any term of years or any extended term as the case may be reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company is excepted out of the Mortgaged Property but the Company shall stand possessed of any such reversion upon trust to assign and dispose thereof as the Holder may direct.

12. (a) The Company will keep proper books of account and make therein true and faithful entries of all dealings and transactions in relation to its business, permit the Holder by its agents, auditors and accountants to examine the books of account, records, reports and other papers of the Company or to conduct an audit of its books and accounts by a qualified accountant selected by the Holder and for such purposes the Company shall make available to such persons all books of record and all vouchers, books, papers and documents which may relate to the Company's business, who may make copies thereof and take extracts therefrom.

(b) The Company will during the continuance of this Debenture and until the same has been discharged by the Holder furnish to the Holder annually within ninety (90) days of the end of each of the Company's fiscal years, balance sheets and statements covering the operations of the Company upon the Lands and the Leased Lands for the preceding year, and in each case with supporting schedules, detailed profit and loss accounts and explanations of all items of an unusual nature, all audited by a chartered accountant or firm of chartered accountants satisfactory to the Holder; and as well copies of every audited financial statement or statements which may be prepared from time to time of the Company's affairs;

(c) The officers or authorized agents of the Holder shall have the right to visit and inspect the Mortgaged Property or any part thereof and discuss the affairs, finances and accounts of the

Company with the officers of the Company, all upon reasonable notice, at reasonable times and as often as the Holder may reasonably require.

13. The Company will pay when and as the same fall due all taxes, rates, assessments, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Mortgaged Property, or which may be validly levied, assessed or imposed upon it or upon the Mortgaged Property; provided that in respect of municipal taxes against the Mortgaged Property or any part thereof upon default of payment by the Company of taxes as aforesaid, then the Holder may pay such taxes and also any liens, charges and encumbrances which may be charged against the Mortgaged Property, but shall not be obligated so to do, and all monies expended by the Holder for any such purposes shall be added to the Principal Sum hereby secured and be repaid by the Company to the Holder forthwith and interest on the unpaid amount shall be at the Prime Rate plus Three (3%) per centum per annum until such sum together with interest is paid calculated from the date of payment by the Holder.

14. All erections, buildings, fences, machinery, plant and improvements, fixed or otherwise, now or hereafter put upon the Lands and Leased Lands including, but without limiting the generality of the foregoing, all furnaces, boilers, plumbing, heating and airconditioning equipment, elevators, light fixtures, storm windows, storm doors and screens and all apparatus and equipment appurtenant thereto, are and will, in addition to any other fixtures thereon, become fixtures and form part of the realty and of the security of this debenture, and the Company will not permit any act of waste thereon.

15. The Company will repair and keep in good order and condition all buildings, erections, machinery and other plant and equipment and appurtenances thereto, the use of which is necessary or advantageous in connection with its business, up to a modern standard of usage and maintain the same consistent with the best practice of other companies working similar undertakings; renew and replace all and any of the same

which may be worn, dilapidated, unserviceable, obsolete, inconvenient or destroyed, or may otherwise require renewal or replacement and at all reasonable times allow the Holder or its representatives access to its premises in order to view the state and condition the same are in, and in the event of any loss or damage thereto or destruction thereof the Holder may give notice to the Company to repair, rebuild, replace or reinstate within a time to be determined by the Holder to be stated in such notice and upon the Company failing to so repair, rebuild, replace or reinstate within such time such failure shall constitute a breach of covenant hereunder.

16. The Company will not remove or destroy the buildings or any machinery, fixtures or improvements thereon now or hereafter in, upon or under the buildings or the Lands and Leased Lands, unless the same be worn out or rendered unfit for use or unless such removal is with a view to immediately replace the same by other property of greater or of at least equal value, unless it shall appear by a certificate of the Company delivered to the Holder and the Holder concurs, that such property is no longer useful in the conduct of the Company's business, and need not be replaced.

17. If the Company shall fail to perform any covenant on its part herein contained the Holder may in its discretion, but shall not be obligated to perform any of the said covenants capable of being performed by it, and if any such covenant requires the payment or expenditure of money it may make such payments or expenditures and all sums so expended or advanced shall be at once repayable by the Company and shall bear interest calculated from the date such sums are expended by the Holder at the Prime Rate plus Three (3%) per annum until paid and shall be secured hereby as is the Principal Sum, but no performance or payment shall be deemed to relieve the Company from any default hereunder.

18. All proper inspectors', lawyers, valuers' and surveyors' fees and expenses for examining the Mortgaged Property and the title thereto and for making or maintaining this debenture and charge upon the Mortgaged Property, together with all sums which the Holder may and does from time

to time advance, expend or incur hereunder for principal, insurance premiums, taxes, rates or in or towards payment of prior liens, charges, encumbrances or claims charged or to be charged against the Lands, Leased Lands or other Mortgaged Property, or in repairing, replacing or reinstating the Mortgaged Property as hereinbefore provided, or in inspecting, leasing, managing or improving the Mortgaged Property or in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder including legal costs as between solicitor and his own client relative thereto are to be secured hereby and shall be a charge upon the Mortgaged Property together with interest at the Prime Rate plus three (3%) per annum, and all such monies shall be repayable to the Holder on demand.

19. (a) The Company shall at its sole expense forthwith insure and during the continuance of this security keep insured against loss or damage by fire, lightning, explosion, smoke, tornado, cyclone, boiler or such other risks or perils as the Holder may deem expedient or require, with extended coverage and replacement cost endorsements, each and every building now or hereafter erected or placed on the Lands and Leased Lands (and if the property of the Company, the said contents) to their full insurable value, excluding in the case of buildings the cost of excavations and foundations, and in any event to the extent of at least the full insurable value thereof with an insurance company or companies to be approved by the Holder and subject thereto the Company shall duly maintain the amount of insurance thereon that may be required by any co-insurance clause in any such policy.

- (b) The Company shall at its sole expense forthwith insure and during the continuance of this security shall maintain public liability insurance policies in an amount which shall be satisfactory to the Holder and shall name the Holder as an insured under those policies.

20. In the event of loss, the Holder at its option and as it in its sole discretion may deem appropriate, may apply the insurance proceeds regressively against the balance outstanding against the Company or release said proceeds to the Company to repair, replace or rebuild, or apply the said proceeds or any part thereof to repair, replace or rebuild or partly one and partly the others, and that nothing done under this paragraph shall operate as payment or novation or in any way affect the security hereof or any other security for the amount hereby secured.

21. The Company shall also insure and keep insured against loss or damage by the same perils in like manner in like companies or by other approved insurers and to their full insurable value all of its property which is of a character usually insured by same or similar locations and carrying on a business similar to that of the Company.

22. The Company shall promptly pay as they become due all premiums and all other sums payable for maintaining all such insurance and will not do or suffer anything whereby such insurance may be vitiated. The loss under such policy or policies of insurance shall, where appropriate, be made payable to the Holder as its interest may appear and subject to a standard mortgage clause. The Company will forthwith deliver to the Holder such policy or policies of insurance or certified copies thereof and the receipts proving payment of the premiums thereto appertaining. Each policy may be kept by the Holder during the currency of this debenture and until the debenture is discharged by the Holder and should an insurer at any time cease to have the approval of the Holder the Company will forthwith effect such new insurance as the Holder may desire. Notwithstanding anything to the contrary herein contained, if the Company does not keep the Mortgaged Property insured as aforesaid, or pay the said premiums, or deliver such receipts and produce to the Holder at least thirty (30) days before the termination of the insurance then existing proof of renewal thereof, then the Holder will be entitled, but not obligated, to insure the Mortgaged Property or any part of them, and all monies expended by it shall be repaid by the Company on demand, and in the meantime the amount of such payments shall be added to the Principal Sum

hereby secured and shall bear interest at the Prime Rate plus three (3%) per cent per annum from the time of such payment and all such payments shall become a part of the Principal Sum secured by this Debenture and shall be a charge upon the Mortgaged Property. All monies received by virtue of any such policy or policies may at the option of the Holder either be forthwith applied in or towards the payment of the Principal Sum. And in case of surplus then it may be paid over in whole or in part to the Company. On the happening of any loss or damage to Mortgaged Property the Company shall forthwith notify the insurer and the Holder and the Company at its expense shall complete all the necessary proofs of loss and do all necessary acts to enable the Holder to obtain payment of the insurance monies.

23. The Holder may release any part or parts of the Mortgaged Property at its discretion, either with or without any consideration therefor, without being accountable for the value thereof, or any monies except those actually received by it, and without releasing thereby any other part of the Mortgaged Property or any other securities and without releasing the Company from any other covenants herein expressed or implied.

24. That the Company shall when so directed by the Holder execute, acknowledge, issue and deliver unto the Holder by the proper officers of the Company, deeds or indentures supplemental hereto which thereafter shall form part hereof for any one or more of the following purposes:

- (a) correcting or amplifying the description of any property specifically mortgaged, pledged or charged or intended so to be;
- (b) making any corrections or changes as Counsel advises are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or clerical omission or mistake or manifest error contained herein or in any deed or indenture supplemental or ancillary hereto; and

- (c) executing any other documents or performing any other acts which are reasonably required to better secure the Holder under the debenture.

C. IT IS AGREED BETWEEN THE PARTIES HERETO THAT:

25. The whole of the Principal Sum and interest and other monies owing under the debenture hereby secured, shall at the option of the Holder, immediately become due and payable without demand and the security hereby constituted shall become enforceable:

- (a) if the Company makes default in the payment of the Principal Sum, interest or other monies hereby secured, or in the observance or performance of any covenant, condition or proviso binding upon the Company by virtue of these presents or makes default under any of the covenants contained in any security collateral, supplemental or separate to this debenture, whether or not the Company is in default hereunder;
- (b) if an order is made or an effective resolution passed for the winding up of the Company;
- (c) if the Company becomes insolvent or makes an authorized assignment or commits an act of bankruptcy or is subject to the provisions of the Bankruptcy Act or any successor or replacement legislation or any other bankruptcy or insolvency legislation;
- (d) if any process of execution is enforced or levied upon the Mortgaged Property or any part thereof and remains unsatisfied for a period of five (5) days as to personal property and three (3) weeks as to real property, provided that such process of execution is not in good faith disputed by the Company and in that event provided further that nonpayment shall not, in the sole discretion of the Holder, jeopardize or impair its interests, and that further the Company shall in that event also

give additional security which in the discretion of the Holder shall or may be sufficient to pay in full the amount claimed under any such execution in the event that it shall be held to be valid;

- (e) if a receiver of the Company's undertaking or any part thereof shall be appointed or if the security constituted by any mortgage, bond, trust deed or other debenture or debentures of the Company heretofore or hereafter issued shall become enforceable pursuant to the terms and conditions therein contained;
- (f) if the Company shall except as may be specifically allowed herein sell or dispose of or in any way part with possession of the Mortgaged Property, or any substantial portion thereof or make a bulk sale of its assets, or remove or suffer the removal of the furnishings, chattels and equipment forming a part of the Mortgaged Property or any part thereof from the Lands or Leased Lands;
- (g) if a charge, or encumbrance created or issued by the Company having the nature of a floating or fixed charge upon the Mortgaged Property shall become enforceable;
- (h) if the Company ceases or threatens to cease to carry on its business;
- (i) if the Company shall without the consent of the Holder make or attempt to make any alterations in the provisions of its By-Laws or Articles of Incorporation which might in the sole discretion of the Holder detrimentally affect its security;
- (j) if the Company shall, without the permission of the Holder, create or propose or attempt to create, any charge or mortgage

ranking or which may be made to rank pari passu with or in priority to the security hereby constituted;

(k) if the Company is in default in respect of any indebtedness to any creditor of the Company; and

(l) in any circumstance in which the Holder, in his sole discretion, deems it necessary to protect his security.

26. All payments made by the Company to the Holder shall be applied to interest then outstanding, and the remainder, if any, against the principal.

27. This debenture shall be assignable by the Holder without notice to the Company. Further the Holder may negotiate the debenture without notice to the Company at any time during the currency of the debenture and until the same has been discharged by the Holder.

28. The Company shall immediately, upon request by the Holder, pledge the debenture to the Holder.

29. Upon the happening of any event upon which the security hereby constituted becomes enforceable as in clause 25 hereof, and in addition to all other rights and remedies to which the Holder is entitled either at law or equity the Holder may, without notice to the Company, enter upon and take possession of the Mortgaged Property or any part thereof, either by itself or its agents and may, in its discretion, whether in or out of possession, and either before or after making any such entry, lease or sell, call in, collect or convert into money the same or any part thereof for such terms, periods and at such rents as the Holder shall think proper. Any such sale or conveyance of all or any part of the Mortgaged Property may be either a sale en bloc or in such parcels and either by public auction or by private contract and with or without any special conditions as to upset price, reserve bid, title or evidence of title or other matter as from time to time the Holder in its discretion thinks fit,

with power to vary or rescind any such contract of sale or buy in at any such auction and resell with or without being answerable for any loss. The Holder may at any sale of the Mortgaged Property or any part thereof, sell for a purchase consideration payable by installments either with or without taking security for the second and subsequent installments and may make and deliver to the purchaser good and sufficient transfers, assurances, and conveyances of such Mortgaged Property and give receipts for the purchase money, and any such sale shall be a perpetual bar both at law and in equity against the Company and all others claiming the Mortgaged Property or any part thereof by, from or under the Company. The Holder may become purchaser at any sale of the Mortgaged Property made pursuant to judicial proceedings. Nothing herein contained shall curtail or limit the remedies of the Holder as permitted by any law or statute to a mortgagee or creditor.

30. After the security hereby constituted shall have become enforceable and the Holder shall have determined to enforce the same, the Holder may without notice to the Company, by writing appoint a receiver or receivers of the Mortgaged Property or any part thereof and may remove any receiver so appointed and appoint another in his stead and the following provisions shall take effect:

- (a) such appointment may be made at any time either before or after the Holder shall have entered into or taken possession of the Mortgaged Premises or any part thereof;
- (b) any such receiver may be vested with any of the powers and discretions of the Holder;
- (c) such receiver may carry on the business of the Company or any part thereof;
- (d) such receiver shall have, possess and may exercise all powers vested or herein conferred upon the Holder including its power of sale of the security or part or parts thereof;

- (e) such receiver may, with the consent of the Holder borrow money for the purpose of carrying on the business of the Company, or the maintenance of the Mortgaged Premises or any part of parts thereof, or for other purposes approved by the Holder and any amount so borrowed together with interest thereon shall form a charge upon the Mortgaged Property in priority to the security of this debenture;
- (f) the Holder may from time to time fix the remuneration of every such receiver and direct the payment thereof out of the Mortgaged Property or the proceeds thereof; and
- (g) every such receiver shall, so far as concerns responsibility for his acts, be deemed to be the agent of the Company.

The term "receiver" as used in this debenture includes a receiver and manager.

31. In case the amount realized under any sale of the Mortgaged Property shall be insufficient to pay the whole of the principal, interest, costs, charges and expenses then due, the Company shall and will forthwith pay or cause to be paid unto the Holder any such deficiency.

32. For better securing the punctual payment of the Principal Sum and interest, and other amounts hereby secured the Company hereby attorns and becomes tenant to the Holder in regard to the Lands at a rental equivalent to the amounts hereby secured, and if the whole of the balance of the monies hereby secured shall become immediately due and payable and the security hereby constituted shall become enforceable as hereinbefore provided then such rental shall, if not already payable, be payable immediately thereafter. The legal relationship of landlord and tenant is hereby constituted between the Holder and the Company. The Holder may at any time after default hereunder enter upon the Lands and determine the tenancy hereby created without giving the Company any notice to quit. Neither this clause or anything by virtue thereof or any acts of the

receiver shall render the Holder a mortgagee in possession or accountable for any monies except those actually received.

33. The taking of a judgment or judgments under any of the covenants hereunder or pursuant to any collateral, additional or separate security will not operate as a merger of the said covenants or affect the Holder's right to interest at the rate and upon the terms aforesaid, and compound interest in the manner aforesaid, and the exercise or attempted exercise of one or more of the Holder's rights or remedies will not operate as a waiver of the remainder thereof and any and all of the said rights or remedies may be exercised successively or concurrently.

34. The Company hereby covenants and agrees with the Holder that it will at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, mortgages, transfers and assurances in law as the Holder hereof shall reasonably require for the better assuring, mortgaging, assigning, and confirming unto the Holder the Mortgaged Property hereby mortgaged and charged or intended so to be or which the Company may hereafter become bound to mortgage and charge in favour of the Holder and for the better accomplishing of the intentions of this debenture.

35. In the event of default the Company hereby irrevocably appoints the Holder to be the attorney of the Company in the name and on behalf of the Company to execute and do any and all deeds, transfers, conveyances, assignments, assurances and things which the Company ought to execute and do under the covenants and provisions herein contained, and generally to use the name of the Company in the exercise of any or all of the powers hereby conferred on the Holder.

36. No remedy herein or in any collateral, additional or separate security conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under any security collateral hereto or now existing or hereafter to

exist by law or by statute, and the Holder may proceed to realize upon such security howsoever created and to enforce the rights of the Holder thereunder by any one or more of such remedies or any combination of them and in such order as it may deem expedient and shall not release or effect any other security held by the Holder for the payment of the Principal Sum, interest and other sums to be paid hereunder.

37. Except as otherwise herein provided, the monies arising from any sale or other realization of the whole or any part of the Mortgaged Property after default, whether under any sale by the Holder or by judicial process or otherwise shall be applied:

- (a) firstly, in payment of all sums extended or advanced by the Holder and interest thereon as in this debenture provided including the remuneration, costs and expenses of any receiver, the costs and expenses of the sale and the proceedings incidental thereto and all encumbrances, taxes, dues, rates, assessments and other charges on the Mortgaged Property (except those subject to which such sale shall have been made), ranking in priority to this debenture and the interest thereon;
- (b) secondly, in payment of the accrued and unpaid interest and interest on overdue interest;
- (c) thirdly, in payment of the Principal Sum pursuant to this debenture; and
- (d) fourthly, as to the surplus (if any) of such monies in payment to the Company or its assigns.

38. No person dealing with the Holder or the receiver or their agents, shall be under any obligation to inquire whether the security hereby constituted has become enforceable or whether the powers which the Holder or receiver is purporting to exercise have become exercisable, or whether any money remains due upon the security of this debenture, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made or otherwise as to the propriety or

regularity of any sale or of any other dealing by the Company or receiver with the Mortgaged Property.

39. Every request, notice, account, bill or other communication provided for in this debenture or arising in connection therewith shall be in writing and shall be mailed or delivered to such parties addressed as follows:

The Company: Sawridge Enterprises Ltd.
P.O. Box 326
Slave Lake, Alberta

The Holder: Sawridge Indian Band
Sawridge Indian Reserve
Slave Lake, Alberta

Any party may change its mailing and/or delivery address or addresses by giving to the other party written notice to that effect. Every notice, request, account or other communication mailed at any Post Office in Canada in prepaid registered post in an envelope addressed to the party or parties to whom the same is directed, shall be deemed to have been given to and received by the addressee on the second business day following mailing as aforesaid.

40. No action or inaction on the part of the Holder shall constitute a waiver of any default under the debenture by the Company unless the holder notifies the Company in writing that the Holder is waiving that particular default.

41. Time shall be of the essence.

42. If any obligation, covenant or agreement in this debenture or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this debenture or the application of such covenant, obligation and agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation

and agreement shall be separately valid and enforceable to the fullest extent permitted by law.

43. This debenture shall be construed in accordance with and shall be governed by the laws of the Province of Alberta.

44. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and words importing persons shall include companies and trusts as the context may require.

45. This debenture shall enure to the benefit of the Holder and its successors and assigns and shall be binding upon the Company, and its successors and assigns.

IN WITNESS WHEREOF the Company has executed these Conditions under its corporate seal duly attested by the hands of its proper officers in that behalf, this 21 day of January, A.D. 1985.

SAWRIDGE ENTERPRISES LTD.

Per: Walter J. J.

(corporate seal)

Per: G. V. J.

FIRST SCHEDULE

FIRSTLY: LOT ONE (1)
CONTAINING ONE AND TWELVE HUNDREDTHS (1.12) ACRES
MORE OR LESS
IN BLOCK FIVE-A (5-A)
ON PLAN 3225 T.R.
EXCEPTING THEREOUT:

ACRES	PLAN	NUMBER
0.01	SUBDIVISION	752 0877

(SLAVE LAKE - SE 36-72-6-5)

EXCEPTING THEREOUT ALL MINES AND MINERALS.

Permitted Encumbrances:

1. Mortgage in favour of Her Majesty the Queen in Right of Canada registered as instrument #3673 SS
2. Caveat registered in favour of the Societe Generale (Canada) and registered as instrument #832202427.

SECONDLY: LOT TWO (2)
CONTAINING FOUR AND NINETY SIX HUNDREDTHS (4.96) ACRES
MORE OR LESS
IN BLOCK FIVE-A (5-A)
ON PLAN 3225 T.R.
(SLAVE LAKE - SE 36-72-6-5)

EXCEPTING THEREOUT ALL MINES AND MINERALS.

Permitted Encumbrances:

1. Mortgage in favour of Her Majesty the Queen in Right of Canada registered as instrument #3673 SS
2. Mortgage in favour of Alberta Opportunity Co. registered as instrument #5399 U.B.
3. Postponement registered as instrument #1545 UK and
4. Caveat in favour of Societe Generale (Canada) registered as instrument #832202427.

SECOND SCHEDULE - LEASEHOLD

PLAN 4458 R.S.
THE WHOLE OF PARCEL CG
CONTAINING 1.17 HECTARES, MORE OR LESS
JASPER

Permitted Encumbrances:

1. Mortgage registered as instrument No. 832187939 to Societe Generale (Canada)
2. Caveat in favour of Societe Generale (Canada) registered as instrument No. 832202425

THIRD SCHEDULE-

Permitted Encumbrances:

1. a debenture in the principal amount of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS in favour of the Alberta Opportunity Company and registered on the mortgage register at the Corporations Branch on September 19, 1973.
2. a chattel mortgage in favour of the Societe Generale (Canada) and registered at the Central Registry as instrument No. 432294 and in the mortgage register at the Corporations Branch on August 4, 1983 in the principal amount of Eleven Million, Five Hundred Thousand (\$11,500,000.00) Dollars; and
3. an assignment of book debts in favour of the Societe Generale (Canada) and registered at the Central Registry as instrument No. 432573.

TAB 15

ASSIGNMENT OF DEBENTURE

THIS INDENTURE MADE THIS 15th day of April, A.D. 1985

BETWEEN:

WALTER P. TWINN
as Trustee of the Sawridge Indian Band
(hereinafter called the "Assignor")

OF THE FIRST PART

AND:

WALTER P. TWINN, SAM TWIN, AND GEORGE TWIN
As Trustees for the Sawridge Band Inter Vivos Settlement

(hereinafter called "the Assignees")

OF THE SECOND PART

WHEREAS the Assignor holds a certain debenture made in writing and executed on the 21st day of January, 1985, between Sawridge Enterprises Ltd. and the Sawridge Indian Band through its Chief Walter P. Twinn acting Trustee as holder, in the principal amount of \$12,000,000.00.

AND WHEREAS the Assignor has agreed to assign all of its interest in the aforesaid debenture to the Assignees.

AND WHEREAS the Assignees have consented to such assignment.

NOW THEREFORE, in consideration of the sum of \$1.00 together with other good and valuable consideration the adequacy and sufficiency whereof is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. The said Assignor does hereby assign all its interest in the said debenture as hereinbefore described to the said Assignees to have and to hold the said interest in the said debenture, unto and to the use of the Assignees, their heirs and assigns forever, subject to the terms, covenants contained in the said debenture.

2. The said Assignor hereby covenants with the said Assignees that there is now due or accruing due and unpaid under the said debenture, the sum of \$13,157,219.89.

3. The said Assignor covenants that it has done no act or permitted any act to encumber its interest in the said debenture, and it has not done or permitted any act, neither has it been guilty of any omission or laches whereby the said debenture has become in part or entirely in any way impaired or invalid and has not released, assigned, hypothecated or discharged nor has any covenant, condition, or proviso contained in the said debenture been discharged or waived or any breach or non-performance of any covenant contained in the said debenture been waived or condoned and that the Assignor will, upon the request to do so from the Assignees do, perform, or execute every act necessary to enforce the full performance of the covenants or any other matter contained in the said debenture. For the purposes of enforcing all rights of the Assignor, being the SAWRIDGE INDIAN BAND, in the said debenture, the said Assignor does hereby nominate, constitute and appoint the Assignees its true and lawful attorney, irrevocable and to use the name of the Sawridge Indian Band in securing the enforcement of all such rights contained in the debenture.

NOW WHEREFORE the Assignor and Assignee have hereunto affixed
their signatures on the day and month and year first written above.

SAWRIDGE INDIAN BAND

Per:

Walter J 
Walter J

SAWRIDGE BAND INTER VIVOS SETTLEMENT

Per:

Walter J 
Walter J 
Walter J 

TAB 16

IDENTIFICATION SHEET

FOR C/A STARTER KIT

SAWRIDGE BAND ~~TRUST~~ INTER VIVOS SETTLEMENT

NOTE: For Bank Use Only
Tear Off Before
Issuing To Customer

CHECK FOR
CORRECT ADDRESS



THE BANK OF NOVA SCOTIA
P. O. BOX 728
SLAVE LAKE, ALTA. T0G 2A0

CHECK ACCOUNT NUMBER
WITH CONTROL SHEET
BEFORE ISSUING TO CUSTOMER



⑆80739⑉002⑆ 00618⑉16⑈

1040316 110/821

Scotiabank
THE BANK OF NOVA SCOTIA

ACCOUNT NUMBER	TRANSIT NUMBER (IF ABB)	AMOUNT
618-16		100.00

RECEIPT OF DEPOSIT

TELLER'S STAMP

00739-002

TAB 17

Indian and Northern Affairs Canada / Affaires indiennes et du Nord Canada
 Indian and Inuit Affairs / Affaires indiennes et Inuit

Chronological No. - Numéro consécutif
 454-117-85/86

File Reference - N° de réf. du dossier

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds", "Capital" or "Revenues", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SANRIDGE BAND	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT	LESSER SLAVE LAKE	Committed - Engagé	\$ _____
PROVINCE	ALBERTA	Current Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	SLAVE LAKE	Committed - Engagé	\$ _____
DATE	15 JOUR 04 MONTH - MOIS AD 19 85 YEAR - ANNÉE		

DO HEREBY RESOLVE;
 DÉCIDE, PAR LES PRÉSENTS:

WHEREAS Chief Walter P. Twinn holds as trustee for the Sawridge Indian Band a certain debenture dated the 21st day of JANUARY, 1985;

AND WHEREAS the aforesaid trust was created to protect the interests of the members of the Sawridge Indian Band;

AND WHEREAS it is deemed expedient and in the interest of the said members to pass this Résolution:

AND UPON IT BEING MOVED by George Twin and seconded by Walter Felix THEREFORE BE IT UNANIMOUSLY RESOLVED at this duly convened and constituted meeting of the Sawridge Band Council at the Band Office in Slave Lake, Alberta, this 15th day of April, A.D. 1985, that Chief Walter P. Twinn is hereby directed and authorized to transfer the aforesaid debenture to the Trustees of the trust dated the 15th day of April, A.D. 1985, to be held by the said Trustees as an accretion to the assets of the trust and subject in all respects to the terms and provisions thereof.

A quorum for this Band
 Pour cette bande le quorum est

consists of 2
 (il y a)

Council Members
 Membres du Conseil

_____ (Councillor - conseiller)	<i>[Signature]</i> _____ (Chief - Chef)	_____ (Councillor - conseiller)
_____ (Councillor - conseiller)	<i>[Signature]</i> _____ (Councillor - conseiller)	_____ (Councillor - conseiller)
_____ (Councillor - conseiller)	<i>[Signature]</i> _____ (Councillor - conseiller)	_____ (Councillor - conseiller)
_____ (Councillor - conseiller)	_____ (Councillor - conseiller)	_____ (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDONNATEUR		3. Expenditure Dépenses	4. Authority - Autorité Indian Act / Loi sur les Indiens	5. Source of Funds Source des fonds
	A. Capital	B. Revenue - Revenu	\$ _____	Art. de la Loi sur les Indiens	<input type="checkbox"/> Capital <input type="checkbox"/> Revenu
4. Recommended - Recommandable			Approved - Approuvable		
Date	Recommending Officer - Recommandé par		Date	Approving Officer - Approuvé par	

TAB 18

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

Paul Bogard

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 15th
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 G Thom
NAME

A. Settlor [Signature]

Box 326, Slave Lake, Alta
ADDRESS

Bruce G Thom
NAME

B. Trustees:

Box 326, Slave Lake, Alta
ADDRESS

1. [Signature]

Bruce G Thom
NAME

2. [Signature]

Box 326, Slave Lake, Alta
ADDRESS

Bruce G Thom
NAME

3. [Signature]

Box 326, Slave Lake, Alta
ADDRESS

Schedule

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

TAB 19

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

Paul Bujold

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

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

Catherine A. Magnan My Commission Expires January 29, 2012

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 Relix Twinn and George V. Twinn, 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;

AND WHEREAS by deed executed the 15th day of April, 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 15th day of ^{APRIL} ~~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 15th day of ^{APRIL} ~~March~~, 1985.
S.S.

Walter P. Twinn
Chief Walter Patrick Twinn

Samuel G. Twinn
Samuel G. Twinn

George V. Twinn
George V. Twinn

TAB 20

21902 Trust
DOCS Does

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

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

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

TAB 21

THE ATTACHED RESOLUTION of the Sawridge Band Council is hereby approved and ratified by the Sawridge Indian Band at a meeting duly convened and consituted at the Band Office in Slave Lake, Alberta, this 15th day of April, A.D. 1985.

WITNESS

As to all signatures
Bruce & Thorn

Yvonne Twin
Walter F Twin

Sam I

G V

Walter I

Debbie L. Twin

Chester Twin

Frank Paterson

Catherine Twin

**BAND COUNCIL RESOLUTION
 RÉSOLUTION DE CONSEIL DE BANDE**

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SAWRIDGE BAND	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT	LESSER SLAVE LAKE	Committed - Engagé	\$ _____
PROVINCE	ALBERTA	Current Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	SLAVE LAKE	Committed - Engagé	\$ _____
DATE	15 DAY - JOUR	04 MONTH - MOIS	AD 19 85 YEAR - ANNÉE

DO HEREBY RESOLVE;
 DECIDE, PAR LES PRÉSENTES:

WHEREAS Chief Walter P. Twinn holds as trustee for the Sawridge Indian Band a certain debenture dated the 21st day of JANUARY, 1985;

AND WHEREAS the aforesaid trust was created to protect the interests of the members of the Sawridge Indian Band;

AND WHEREAS it is deemed expedient and in the interest of the said members to pass this Resolution:

AND UPON IT BEING MOVED by George Twin and seconded by Walter Felix THEREFORE BE IT UNANIMOUSLY RESOLVED at this duly convened and constituted meeting of the Sawridge Band Council at the Band Office in Slave Lake, Alberta, this 15th day of April, A.D. 1985, that Chief Walter P. Twinn is hereby directed and authorized to transfer the aforesaid debenture to the Trustees of the trust dated the 15th day of April, A.D. 1985, to be held by the said Trustees as an accretion to the assets of the trust and subject in all respects to the terms and provisions thereof.

A quorum for this Bande
 Pour cette bande le quorum est
 consists of 2
 fixé à
 Council Members
 Membres du Conseil

.....
 (Chief - Chef)

 (Councillor - conseiller)

 (Councillor - conseiller)

 (Councillor - conseiller)

 (Councillor - conseiller)

 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVE AU MINISTÈRE				
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR A. Capital - Capital B. Revenue - Revenu	3. Expenditure Dépense	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu
6. Recommended - Recommandé		Approved - Approuvé		
		Date Approving Officer - Approuvé par		

TAB 22

DECLARATION OF TRUST MADE THIS 16TH DAY OF APRIL,

1985.

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

Paul Bujold

BETWEEN:

Sworn before me this 12 day

of September A.D. 2011

A. Magnan

WALTER PATRICK TWINN, SAM TWIN AND GEORGE TWIN
in and for the Province of Alberta

(hereinafter referred to collectively as the "Old Trustees")

Catherine A. Magnan
My Commission Expires
January 29, 2012

OF THE FIRST PART

AND:

WALTER PATRICK TWINN, SAM TWIN 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".

WITNESS:

DAB

OLD TRUSTEES

Walter J

NEW TRUSTEES

Walter J

DAB

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 19th 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 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 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: 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 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.

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 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.

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: [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.

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 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.

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 P. 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 1st day of November, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

TAB 23

MINUTES OF A MEETING OF THE DIRECTORS OF
SAWRIDGE HOLDINGS LTD. held at the offices of
David A. Fennell, Professional Corporation,
#910, 10310 Jasper Avenue, Edmonton, Alberta,
on the 16th day of April, A.D. 1985, at the hour of
10:00 o'clock in the forenoon.

PRESENT:

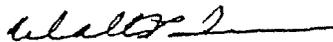
WALTER P. TWINN
GEORGE TWIN
SAM TWIN

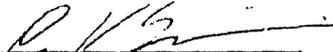
being all of the Directors.

All the Directors 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 and GEORGE TWIN acted as secretary.

On motion duly made, seconded and unanimously carried, it was resolved that a resolution be passed authorizing the issuance of 15 Class "A" Common shares pursuant to the Transfer Agreement and authorizing the issuance of the Promissory Notes pursuant to the Transfer Agreement attached hereto as Schedule "A".

There being no further business, the meeting then adjourned.


WALTER P. TWINN


GEORGE TWIN


SAM TWIN

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

TRANSFER AGREEMENT

BETWEEN:

WALTER PATRICK TWINN, SAM TWINN, and GEORGE TWINN
(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,

.../2

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

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.

.../4

- (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.

.../5

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 19/53
Date

M Capnerhuess
Witness

Walter P. Twinn
Walter Patrick Twinn

Dec 19/53
Date

M Capnerhuess
Witness

Sam Twinn
Sam Twinn

Dec 19/53
Date

M Capnerhuess
Witness

George Twinn
George Twinn

Dec 19/53
Date

Witness (c/s)

G T S
Sawridge Holdings Ltd.
Walter P. Twinn

SCHEDULE "A"

<u>Description</u>	<u>Adjusted Cost Base</u>	<u>Consideration</u>
<p>1. <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</p> <p>excepting thereout:</p> <p>(a) 22.6 Hectares (55.73 acres) more or less described in Certificate of Title No. 227-V-136;</p> <p>(b) 0.158 Hectares (1.28 acres) more or less as shown on Road Plan 469 L.Z.</p>	<p>\$100,000.00</p>	<p>Primissory Note in the amount of \$100,000.00 1 Common share in Sawridge Holdings Ltd.</p>
<p>• <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.</p>	<p>Land \$ 64,633.00</p> <p>Equipment \$135,687.00</p>	<p>Promissory Note in the amount of \$200,320.00 1 Common Share in Sawridge Holdings Ltd.</p>

<u>escription</u>	<u>Adjusted Cost Base</u>	<u>Consideration</u>
<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 Ltd.
<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 Ltd.
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 Ltd.
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 Ltd.

Description

Consideration

Shares in Companies

1. Sawridge Holdings Ltd.

Walter Patrick Twinn -
20 Class "A" common

George Twinn -
2 Class "A" common

Walter Felix Twinn -
10 Class "A" common

2. Sawridge Enterprises Ltd.

Walter P. Twinn -
1 share

G. Twinn -
1 share

George Twinn -
1 share

1 common share in
Sawridge Holdings Ltd.

1 common share in
Sawridge Holdings Ltd.

1 common share in
Sawridge Holdings Ltd.

3. Sawridge Development Co. (1977) Ltd.

Walter P. Twinn -
8 common

Sam Twinn -
1 common

Walter Felix Twinn -
1 common

1 common share in
Sawridge Holdings Ltd.

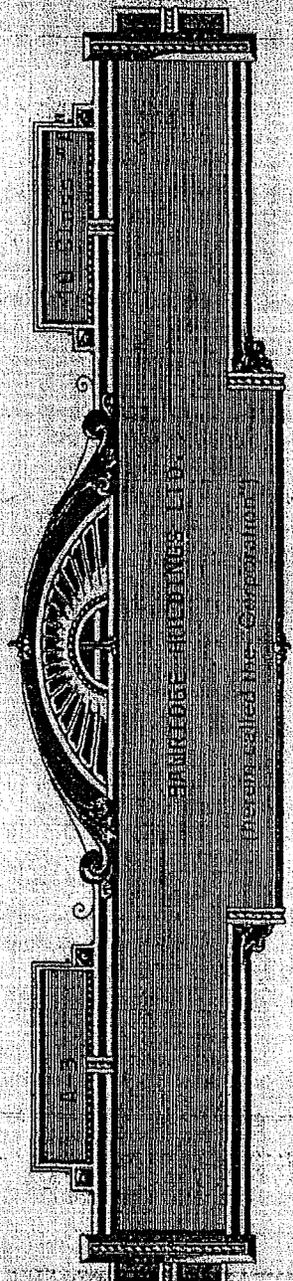
1 common share in
Sawridge Holdings Ltd.

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 <u>Sawridge Holdings Ltd.</u>
David A. Fennell, 1	\$ 1.00	1 Common Share in Sawridge Holdings Ltd.
<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.

TAB 24

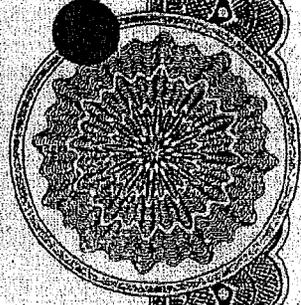
THE NATIONAL TRADING COMPANY
INCORPORATED IN THE STATE OF NEW YORK
100 NASSAU ST. N.Y.C.



This Certifies that WALTER FELIX TWIN
is the registered holder of 10 Class "A" Common
Shares of the Corporation.

The Shares represented by this Certificate are transferable subject to the
restrictions contained in the Articles of the Corporation. These are attached
to the said Shares certain rights, privileges, restrictions and conditions and a copy of the full text
thereof is obtainable on demand and without fee from the Corporation.

In Witness Whereof, the Corporation has caused this Certificate to be signed by a duly
authorized official this 8th day of October, A. D. 19 81



Walter P. Twin
Director or Officer
WALTER P. TWIN, President

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OF ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

For Value Received, I hereby sell, assign and

transfer unto

WALTER FELIX TWIN

10 Class "A" Common

Shares

represented by the within Certificate, and do hereby irrevocably

constitute and assign

attorney

to transfer the said Shares in the books of the within named

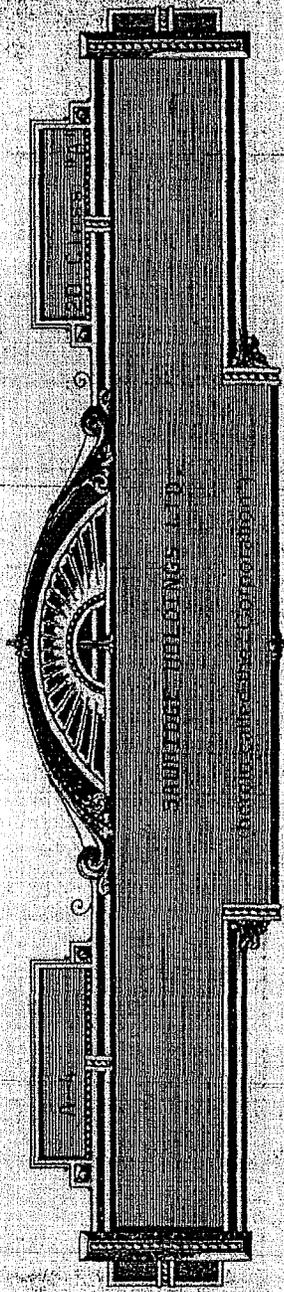
Corporation with full power of substitution in the premises.

Dated April 16 19 85

In presence of

WALTER FELIX TWIN

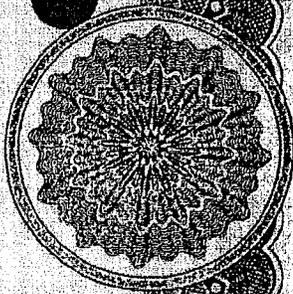
THE FOUNDING CAPITAL CORPORATION



This Certifies that WALTER PATRICK TWINN
is the registered holder of 20 Class "A" Common
Shares of the Corporation.

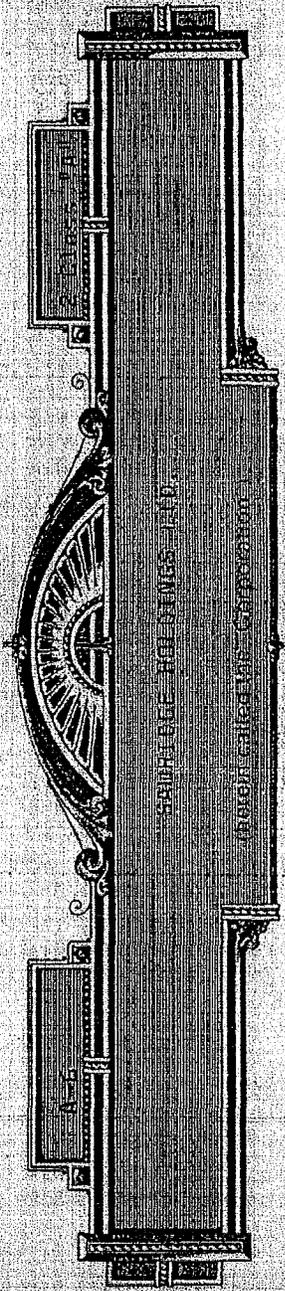
The Shares represented by this Certificate are transferable subject to the
restrictions contained in the Articles of the Corporation. These are attached
to the said Shares contain rights, privileges, restrictions and conditions and a copy of the full text
thereof is obtainable on demand and without fee from the Corporation.

In Witness Whereof, the Corporation has caused this Certificate to be signed by a duly
authorized official this 8th day of October, A. D. 19 81



Walter P. Twinn
Director or Officer,
WALTER P. TWINN, President

THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

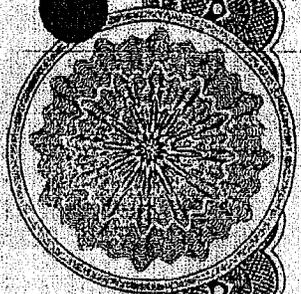


This Certifies that
is the registered holder of
Shares of the Corporation.

SAM TUINN
2 Class "A" Common

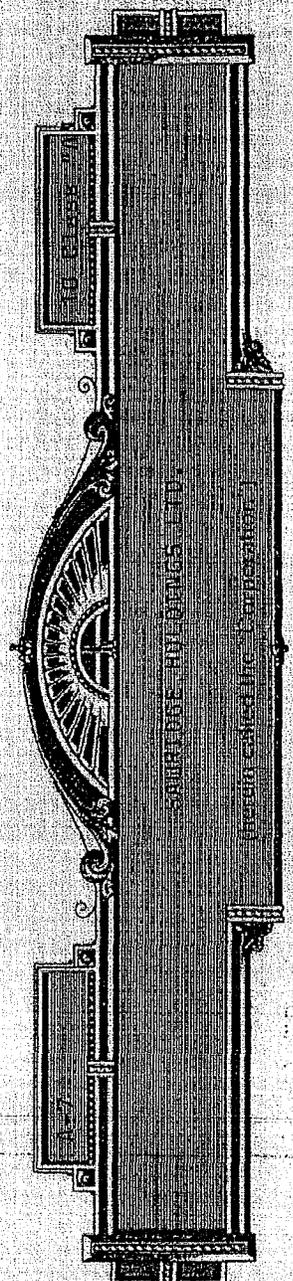
The Shares represented by this Certificate are transferable subject to the
restrictions contained in the Articles of the Corporation. There are attached
to the said Shares certain rights, privileges, restrictions and conditions and a copy of the full text
thereof is obtainable on demand and without fee from the Corporation.

In Witness Whereof, the Corporation has caused this Certificate to be signed by a duly
authorized official this 16th day of April, A. D. 19 85



Walter P. Blinn
Director of Officer
Walter P. Blinn, President

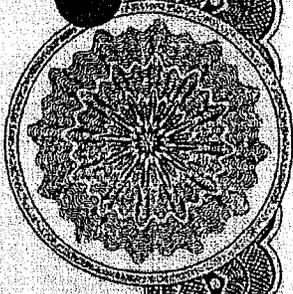
REGISTERED UNDER THE LOCAL
INCORPORATION ACT (1863)



This Certifies that WALTER PATRICK TWINN
is the registered holder of 10 Class "A" Common
Shares of the Corporation.

The Shares represented by this Certificate are transferable subject to the
restrictions contained in the Articles of the Corporation. There are attached
to the said Shares certain rights, privileges, restrictions and conditions and a copy of the full text
thereof is obtainable on demand and without fee from the Corporation.

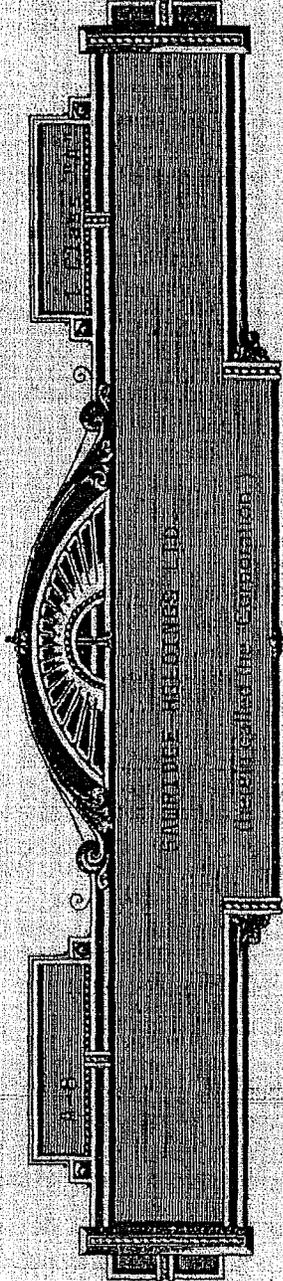
In Witness Whereof, the Corporation has caused this Certificate to be signed by a duly
authorized official this 16th day of April, 19 85



Walter P. Twinn
Director or Officer
Walter P. Twinn, President

00000000

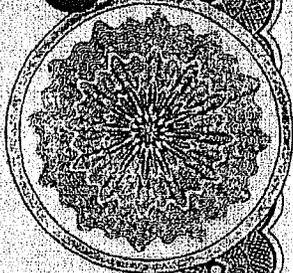
CORPORATION OF THE STATE OF TEXAS



This Certifies that DAVID A. FENNEL
is the registered holder of 1 Class "A" Common
Shares of the Corporation.

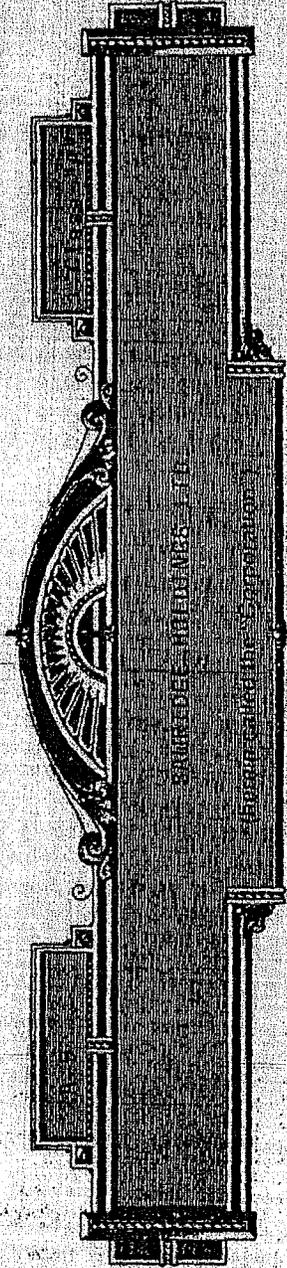
The Shares represented by this Certificate are transferable subject to the
restrictions contained in the Articles of the Corporation. These are attached
to the said Shares certain rights, privileges, restrictions and conditions and a copy of the full text
thereof is obtainable on demand and without fee from the Corporation.

In Witness Whereof, the Corporation has caused this Certificate to be signed by a duly
authorized official this 15th day of April, A. D. 19 85



Walter H. Twinn
Director or Officer
President, Walter H. Twinn

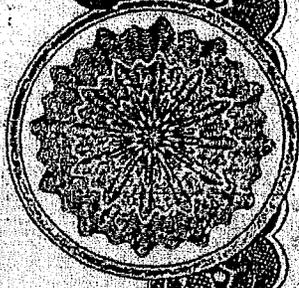
THE NATIONAL BUSINESS CORPORATION



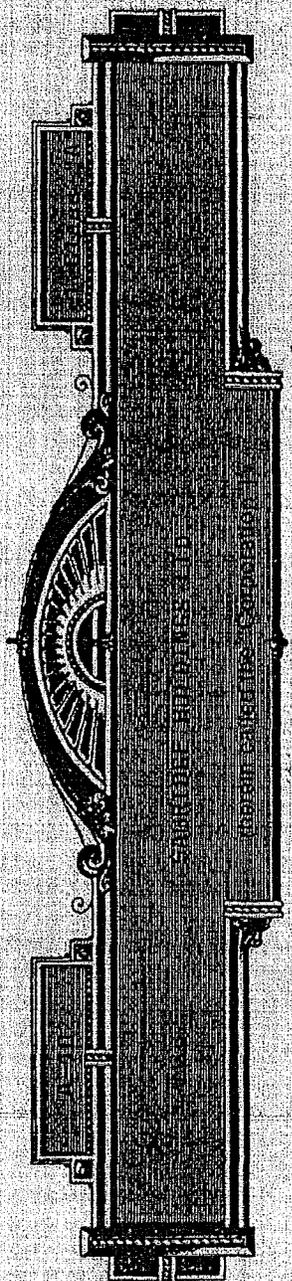
This Certifies that GEORGE TWINN
is the registered holder of 1 Class "A" Common
Shares of the Corporation.

The Shares represented by this Certificate are transferable subject to the
restrictions contained in the Articles of the Corporation. There are attached
to the said Shares certain rights, privileges, restrictions and conditions and a copy of the full text
thereof is obtainable on demand and without fee from the Corporation.

In Witness Whereof, the Corporation has caused this Certificate to be signed by a duly
authorized official this 16th day of April, 1915



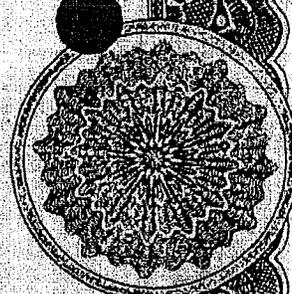
Walter Twinn
Director or Officer
WALTER TWINN, President



This Certifies that GEORGE TWINN
is the registered holder of 1 Class "A" Common
Shares of the Corporation.

The Shares represented by this Certificate are transferable subject to the
restrictions contained in the Articles of the Corporation. There are attached
to the said Shares certain rights, privileges, restrictions and conditions and a copy of the full text
thereof is obtainable on demand and without fee from the Corporation.

In Witness Whereof, the Corporation has caused this Certificate to be signed by a duly
authorized official this 16th day of April, A.D. 19 85



Galter Twinn
Director or Officer
GALTER TWINN, President

CERTIFICATE

NUMBER	CLASS	SHARES
A-11	12 Class "A" Common	12

THIS CERTIFIES THAT SAM TWIN
of Box 326, Slave Lake, Alberta is the registered holder
of 12 Class "A" Common Shares, without nominal or par value,
in the Authorized Capital of

SAWRIDGE HOLDINGS LTD.

INCORPORATED UNDER THE BUSINESS CORPORATIONS ACT OF ALBERTA

and are transferable only on the books of this Corporation by endorsement hereon and
surrender of this Certificate.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its
duly authorized officer(s) this 12 day of APRIL A.D. 19 85


WALTER TWIN
President

FOR VALUE RECEIVED..... hereby sell, assign and transfer unto
..... Shares of the Capital Stock
represented by the within Certificate.

DATED this day of A.D. 19.....

IN THE PRESENCE OF

CERTIFICATE

NUMBER	CLASS	SHARES
A-12	Class "A" Common	4

THIS CERTIFIES THAT GEORGE TWINN
of Box 326, Slave Lake, Alberta is the registered holder
of 4 Class "A" Common Shares, without nominal or par value,
in the Authorized Capital of

SAWRIDGE HOLDINGS LTD.

INCORPORATED UNDER THE BUSINESS CORPORATIONS ACT OF ALBERTA

and are transferable only on the books of this Corporation by endorsement hereon and
surrender of this Certificate.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its
duly authorized officer(s) this 16 day of Feb. A.D. 1985


WALTER TWINN
- President

FOR VALUE RECEIVED, hereby sell, assign and transfer unto
..... Shares of the Capital Stock
represented by the within Certificate.

DATED this day of A.D. 19.....

IN THE PRESENCE OF

CERTIFICATE

NUMBER	CLASS	SHARES
A-14	Class "A" COMMON	10

THIS CERTIFIES THAT SAM TWIN
of Box 326, Slave Lake, Alberta is the registered holder
of 10 Class "A" Common Shares, without nominal or par value,
in the Authorized Capital of

SAWRIDGE HOLDINGS LTD.

INCORPORATED UNDER THE BUSINESS CORPORATIONS ACT OF ALBERTA

and are transferable only on the books of this Corporation by endorsement hereon and
surrender of this Certificate.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its
duly authorized officer(s) this 16th day of April A.D. 1985


President - Walter P. Twin

FOR VALUE RECEIVED, hereby sell, assign and transfer unto
..... Shares of the Capital Stock
represented by the within Certificate.

DATED this day of A.D. 19.....

IN THE PRESENCE OF

TAB 25

DECLARATION OF TRUST MADE THIS 16TH DAY OF APRIL,
1985.

BETWEEN:

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

OF THE FIRST PART

AND:

WALTER PATRICK TWINN, SAM TWIN 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.

11/2

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".

WITNESSES
DAB

DAB

OLD TRUSTEES

Walters

NEW TRUSTEES

Walters

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 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 P. Twinn

Per: G. 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 THOUSAND, THREE HUNDRED AND TWENTY (\$200,320.00) 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 P. Twinn

Per: G/T

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 FOUR HUNDRED AND NINETEEN THOUSAND, NINE HUNDRED AND FORTY ONE (\$419,941.00) 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 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. Twinn

Per: Sam 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 THOUSAND (\$40,000.00) 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 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: Sam 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 FOUR THOUSAND SIX HUNDRED AND TWENTY (\$4,620.00) 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 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. 2

Per: G. V. 2

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 FOUR THOUSAND FIVE HUNDRED AND SIXTY FOUR (\$4,564.00) 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 19th day of December, A.O. 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 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.

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 P. 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.

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

TAB 26

DECLARATION OF TRUST MADE THIS 16th day of April, A.D. 1985.

BETWEEN:

WALTER PATRICK TWINN, SAM TWIN AND GEORGE TWIN

(hereinafter referred to collectively as the "Old Trustees")

OF THE FIRST PART

and

WALTER PATRICK TWINN, SAM TWIN 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 15, 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.

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

[Signature]

[Signature]

NEW TRUSTEES

[Signature]

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

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

use for all signatures
James Twinn

James Twinn
Walter J. Twinn
Walter J. Twinn
Walter J. Twinn
Walter J. Twinn
James Twinn
James Peterson
Catherine 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 THOUSAND, THREE HUNDRED AND TWENTY (\$200,320.00) 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: Sam 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 FOUR HUNDRED AND NINETEEN THOUSAND, NINE HUNDRED AND FORTY ONE (\$419,941.00) 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 19th 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 THOUSAND (\$40,000.00) 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 19th 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 FOUR THOUSAND SIX HUNDRED AND TWENTY (\$4,620.00) 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 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. 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 FOUR THOUSAND FIVE HUNDRED AND SIXTY FOUR (\$4,564.00) 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 19th 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 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.

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 19th day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. Twinn

Per: George Twinn

TAB 27

Deloitte Haskins+Sells

Chartered Accountants

18th Floor
Toronto-Dominion Tower
Edmonton Centre
Edmonton, Alberta T5J 3P9
(403) 421-3611
Telex 037-3032
Cable DEHANDS

To the Band Council of
Sawridge Indian Band #19:

We have examined the balance sheet of the Sawridge Indian Band #19 as at March 31, 1985 and the statements of revenue and expenditures and fund balance and of changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests and other procedures as we considered necessary in the circumstances, except as explained in the following paragraph.

Because the Government of Canada maintains the Band's agreements for oil and gas royalties and surface rights in confidence, we were unable to examine supporting documentation regarding revenue from oil and gas royalties and surface rights. Accordingly, our verification of revenue from this source consisted primarily of direct communication with the oil companies for amounts paid to the Government of Canada, on behalf of the Band.

In our opinion, except for the effect of adjustments, if any, which we might have considered to be necessary had income from oil and gas royalties and surface rights been susceptible to complete audit verification, these financial statements present fairly the financial position of the Band as at March 31, 1985 and the results of its operations and the changes in its financial position for the year then ended in accordance with the accounting principles described in Note 1 applied on a basis consistent with that of the preceding year.

Deloitte Haskins & Sells

Auditors

May 20, 1985

SAWRIDGE INDIAN BAND #19

STATEMENT OF REVENUE AND EXPENDITURES AND FUND BALANCE

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
REVENUE		
Gain on sale of investments	\$ 30,240	\$ -
Oil and gas royalties and surface rights	5,067,597	5,618,242
Interest income (Note 8)	3,154,173	2,475,970
Laundry	14,256	14,507
Property rental	56,151	87,287
Sundry	22,711	15,188
	<u>8,345,128</u>	<u>8,211,194</u>
EXPENDITURES		
General and administrative - Schedule 1	767,529	576,437
Capital expenditures - Schedule 2	476,415	380,395
	<u>1,243,944</u>	<u>956,832</u>
EXCESS OF REVENUE OVER EXPENDITURES BEFORE OTHER ACTIVITIES	<u>7,101,184</u>	<u>7,254,362</u>
OTHER ACTIVITIES - EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES		
Arcom Plant Operations	-	(18,767)
Planer Mill Operations	-	(8,922)
Apartment Building Operations - Schedule 3	(1,843)	5,228
Truck Stop - Schedule 4	(13,880)	-
	<u>(15,723)</u>	<u>(22,461)</u>
EXCESS OF REVENUE OVER EXPENDITURES	7,085,461	7,231,901
FUND BALANCE, BEGINNING OF YEAR	<u>20,383,824</u>	<u>32,674,995</u>
	<u>27,469,285</u>	<u>39,906,896</u>
DISTRIBUTIONS TO BAND MEMBERS (Note 11)	(3,844,285)	(18,169,727)
DISTRIBUTIONS TO BAND MEMBERS ENFRANCHISED	-	(1,353,345)
	<u>(3,844,285)</u>	<u>(19,523,072)</u>
FUND BALANCE, END OF YEAR	<u>\$23,625,000</u>	<u>\$ 20,383,824</u>

SAWRIDGE INDIAN BAND #19

BALANCE SHEET

MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
<u>ASSETS</u>		
CASH AND TERM DEPOSITS	\$ 4,660,428	\$ 5,269,431
ACCOUNTS RECEIVABLE	910,879	24,819
PREPAID EXPENSES	76,033	-
INVENTORY	93,168	-
FUNDS HELD BY THE GOVERNMENT OF CANADA (Note 3)	15,323,902	14,236,094
DUE FROM BAND MEMBERS	20,226	806
DUE FROM RELATED PARTIES (Note 4)	57,825	27,549
INVESTMENTS (Note 5)	99,864	109,779
PROPERTY AND EQUIPMENT (Note 6)	2,627,508	791,386
RIGHT OF WAY (Note 7)	<u>1</u>	<u>1</u>
	<u>\$23,869,834</u>	<u>\$20,459,865</u>
<u>LIABILITIES</u>		
ACCOUNTS PAYABLE AND ACCRUED CHARGES	\$ 241,050	\$ 72,191
RENTAL DEPOSITS	<u>3,784</u>	<u>3,850</u>
	244,834	76,041
<u>FUND BALANCE</u>		
FUND BALANCE	<u>23,625,000</u>	<u>20,383,824</u>
	<u>\$23,869,834</u>	<u>\$20,459,865</u>

Approved by:

.....Chief

.....Band Administrator

SAWRIDGE INDIAN BAND #19

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
SOURCES OF CASH		
Operations		
Excess of revenue over expenditures	\$7,085,461	\$ 7,231,901
Gain on sale of investments, not affecting cash	<u>(30,240)</u>	<u>-</u>
	7,055,221	7,231,901
Increase in rental deposits	-	2,100
Proceeds from sale of equipment	-	785,228
Decrease in accounts receivable	-	15,777
Decrease in prepaid expenses	-	12,950
Decrease in due from Band members	-	45,622
Decrease in amounts due from related parties	-	12,132,475
Proceeds on sale of investments	100,000	82,391
Increase in accounts payable and accrued charges	<u>168,859</u>	<u>18,733</u>
	<u>7,324,080</u>	<u>20,327,177</u>
USES OF CASH		
Increase in prepaid expenses	76,033	-
Increase in accounts receivable	886,060	-
Increase in amounts due from related parties	30,276	-
Increase in funds held by Government of Canada	1,087,808	913,986
Advances to Band members	19,420	-
Increase in inventories	93,168	-
Increase in investments	59,845	39,979
Additions to property and equipment	1,836,122	1,573
Decrease in rental deposits	66	-
Repayment of long-term debt	-	30,433
Distributions to Band members	3,844,285	18,169,727
Distributions to Band members enfranchised	<u>-</u>	<u>1,353,345</u>
	<u>7,933,083</u>	<u>20,509,043</u>
DECREASE IN CASH	609,003	181,866
CASH AND TERM DEPOSITS, BEGINNING OF YEAR	<u>5,269,431</u>	<u>5,451,297</u>
CASH AND TERM DEPOSITS, END OF YEAR	<u>\$4,660,428</u>	<u>\$ 5,269,431</u>

SAWRIDGE INDIAN BAND #19

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1985

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies used by the Band are in accordance with the Department of Indian Affairs and Northern Development Accounting Guide on Indian Bands in Canada and include the following:

Inventory

Inventory is valued at the lower of cost and net realizable value.

Investments in unlisted securities

Investments in unlisted securities are recorded at cost.

Investment in partnership

The Band accounts for investment in partnership on the cost basis. The investment is initially recorded at cost and adjusted to recognize the Band's share of distributions received.

Property and equipment

All the property and equipment on the reserve, except for income-producing properties, are written off in the year of acquisition and carried at a nominal value of \$1.

Property and equipment located off the reserve and income-producing properties on the reserve are stated at cost. No depreciation is provided on these assets during the year.

Right of way

The right of way is carried at a nominal value of \$1.

2. RELATED PARTY

The Government of Canada controls funds held in the capital fund. Income from oil and gas royalties, surface rights, and interest income from investment of the Capital fund is received and controlled by the Government of Canada. Capital funds held by the Government of Canada cannot be disbursed or committed by the Band without approval of the Government of Canada.

SAWRIDGE INDIAN BAND #19NOTES TO THE FINANCIAL STATEMENTSMARCH 31, 1985

3. FUNDS HELD BY THE GOVERNMENT OF CANADA

	<u>1985</u>	<u>1984</u>
Capital funds	\$12,684,723	\$11,819,524
Revenue funds	<u>2,639,179</u>	<u>2,416,570</u>
	<u>\$15,323,902</u>	<u>\$14,236,094</u>

Capital funds held by the Government of Canada, cannot be disbursed or committed by the Band without approval of the Government of Canada. The Government of Canada has complete control over the investment of funds held by them.

The Minister of Indian Affairs and Northern Development has undertaken to the Societe General (Canada), who have a first mortgage on a hotel located in Jasper National Park and owned by Sawridge Enterprises Ltd., that the total of Capital and Revenue funds held by the Government of Canada on behalf of the Sawridge Band of Indians will not be less than \$3,000,000; and if necessary these funds will be applied against the above mortgage.

4. DUE FROM RELATED PARTIES

	<u>1985</u>	<u>1984</u>
Amounts due from Sawridge Developments (1977) Ltd. are unsecured with no specified terms of repayment		
- promissory note bearing interest at 8% commencing 30 days after demand	\$15,000	\$15,000
- non-interest bearing advance	<u>42,825</u>	<u>12,549</u>
	<u>\$57,825</u>	<u>\$27,549</u>

5. INVESTMENTS

	<u>1985</u>	<u>1984</u>
(i) Investments in unlisted securities	\$ -	\$ 40
(ii) Investment in Alberta Limited Partnerships		
TAI (1982) Resources Program	-	69,760
TAI (1983-1) Resources Program	19,864	39,979
TAI (1984-1) Resources Program	<u>80,000</u>	<u>-</u>
	<u>\$99,864</u>	<u>\$109,779</u>

SAWRIDGE INDIAN BAND #19NOTES TO THE FINANCIAL STATEMENTSMARCH 31, 1985

6. PROPERTY AND EQUIPMENT

	<u>1985</u>	<u>1984</u>
Aircraft *	\$ 1	\$ 1
Band housing *	1	1
Equipment and vehicles *	1	1
Furnishings *	1	1
Laundry facilities *	52,947	52,947
Northwood building *	104,914	69,773
Office building *	1	1
Sawridge apartments *	544,316	543,495
Storage shed *	1	-
Tennis court *	1	1
Television system *	1	1
Truck stop *	1,800,159	-
Waterline *	1	1
Financed vehicles *	1	1
Airplane hangar	<u>125,162</u>	<u>125,162</u>
	<u>\$2,627,508</u>	<u>\$791,386</u>

* Located on the Sawridge Indian Band Reserve

7. RIGHT OF WAY

The Band granted a right of way through reserve lands to the Province of Alberta to construct a highway. The consideration for this right of way due to the Band is under negotiation and is not currently determinable.

8. INTEREST INCOME

Interest income consists of the following:

	<u>1985</u>	<u>1984</u>
Interest on term deposits and savings accounts	\$ 527,049	\$ 572,397
Interest from Sawridge Enterprises Ltd.	-	913,636
Interest from Sawridge Development Co. (1977) Ltd.	-	265,949
Interest from the Department of Indian and Northern Affairs	<u>2,627,124</u>	<u>723,988</u>
	<u>\$3,154,173</u>	<u>\$2,475,970</u>

SAWRIDGE INDIAN BAND #19NOTES TO THE FINANCIAL STATEMENTSMARCH 31, 1985

8. INTEREST INCOME (continued)

Interest from the Department of Indian and Northern Affairs is calculated on the following basis:

- (a) Calculate the average rate of those market yields of the Government of Canada bond issues as published each Wednesday by the Bank of Canada as part of its weekly financial statistics which have terms to maturity of 10 years or over for each quarter of the fiscal year.
- (b) Calculate quarterly month-end balances on deposit.
- (c) Calculate interest earned by multiplying the amount established in (b) by the rate of interest established in (a).
- (d) Credit quarters October-November-December and April-May-June of every fiscal year the Indian Band Fund's accounts with the interest earned from the two preceding quarters.

9. OPERATIONS

Sawridge Indian Band #19 was formed under the provisions of Treaty #8 signed with the Government of Canada. The Band provides local government and related services to its members.

10. INCOME TAXES

The Band is exempt from income taxes under Section 87 of the Indian Act and accordingly is not taxable during the current year.

11. DISTRIBUTIONS TO BAND MEMBERS

	<u>1985</u>	<u>1984</u>
Assets transferred to Sawridge Band Trust	\$3,706,060	\$17,951,590
Regular distributions to Band members	<u>138,225</u>	<u>218,137</u>
	<u>\$3,844,285</u>	<u>\$18,169,727</u>

12. SUBSEQUENT EVENT

During April 1985, a Band member was enfranchised and received \$369,127 in accordance with Section 109 of the Indian Act.

SCHEDULE 1

SAWRIDGE INDIAN BAND #19

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENDITURES

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
Aircraft	\$ 29,819	\$ 19,501
Audit fees	19,500	25,614
Bank charges	707	230
Consulting fees	43,628	1,270
Insurance	5,395	47,726
Interest	1,258	8,805
Laundry	6,155	7,887
Legal fees	137,770	9,332
Medical and welfare	7,145	9,886
Office and sundry	32,758	8,835
Promotion	1,348	1,987
Property taxes	8,121	5,228
Repairs and maintenance		
Vehicles and equipment	6,677	8,783
Housing	13,992	35,326
Office	34,939	34,606
Rent	10,045	16,000
Travel	30,452	31,353
Utilities		
Office	51,353	37,342
Band members	12,744	15,514
Other	12,926	8,411
Vehicle	17,946	36,130
Wages and employee benefits	<u>282,851</u>	<u>206,671</u>
	<u>\$767,529</u>	<u>\$576,437</u>

SCHEDULE 2

SAWRIDGE INDIAN BAND #19

SCHEDULE OF CAPITAL EXPENDITURES

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
Airplane	\$ 45,000	\$ -
Automotive	-	28,500
Band housing	299,632	25,694
Equipment	6,058	94,599
Furnishings	72,783	15,437
Recreation facilities	-	24,588
Storage shed	39,982	-
Landscaping	-	23,158
Land improvements	<u>12,960</u>	<u>168,419</u>
	<u>\$476,415</u>	<u>\$380,395</u>

SCHEDULE 3

SAWRIDGE INDIAN BAND #19

APARTMENT BUILDING OPERATIONS

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
RENTAL REVENUE	<u>\$40,282</u>	<u>\$28,333</u>
EXPENDITURES		
Janitor	8,250	7,050
Maintenance	19,082	3,446
Sundry	2,100	18
Utilities	<u>12,693</u>	<u>12,591</u>
	<u>42,125</u>	<u>23,105</u>
(DEFICIENCY) EXCESS OF REVENUE OVER EXPENDITURES	<u>\$(1,843)</u>	<u>\$ 5,228</u>

SAWRIDGE INDIAN BAND #19

SCHEDULE OF TRUCK STOP OPERATIONS

FOR THE PERIOD FROM COMMENCEMENT OF OPERATIONS, JANUARY 19, 1985,

TO MARCH 31, 1985

REVENUE		
Restaurant		\$275,215
Service station		453,269
Shop		<u>10,391</u>
		738,875
 COST OF SALES		
Restaurant	\$123,678	
Service station	327,269	
Shop	<u>2,312</u>	<u>453,259</u>
GROSS PROFIT		<u>285,616</u>
 PAYROLL		
Restaurant	91,648	
Service station	43,771	
Shop	<u>7,387</u>	142,806
 OTHER EXPENSES		
Restaurant	12,345	
Service station	4,137	
Shop	3,046	
Bus stop	477	
Administrative	100,617	
Building	<u>36,068</u>	<u>156,690</u>
		<u>299,496</u>
 NET LOSS FROM OPERATIONS		<u>\$ 13,880</u>

TAB 28

014416
11949

1366-18
11

JUL 22 1985

Form No. 100 (Rev. 1984)
Durée: 10 minutes
E6000-1 (LHB-4)

Halter Patrick Twinn
Chief
Sawridge Indian Band
P.O. Box 326
SLAVE LAKE, Alberta
T0G 2A0

RECEIVED
JUL 29 85
SAWRIDGE ADMINISTRATION

Dear Chief Twinn:

Under the provisions of Section 14(1) of an Act to amend the Indian Act assented to on June 28, 1985, I am required to provide the Council of each band with a copy of its band list as it stood immediately prior to that date.

Attached you will find a copy of the membership list for the Sawridge Indian Band as it appeared on June 27, 1985. Would you kindly present this list to your Band Council at your earliest convenience.

Yours sincerely,

L.G. Smith
L.G. Smith
Registrar
OTTAWA, Ontario
K1A 0H4
Attachment

Catherine Twinn
EXHIBIT NO. 2
Nsu. 10/1/85
D. WILLIAMS *DW*

Exhibit: 17
Date: June 20, 2017
Witness: PAUL BUSOLD
Katie McLeod, Court Reporter

KM

Canada

JOB NO. : INNEAR03
 PROG NO. : INNEP04
 RUN DATE / DATE DU PASSAGE : 1925/07/03

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
 MINISTÈRE DES AFFAIRES INDiennes ET DU NORD CANADIEN

PAGE NO: 0
 REPORT NO. / RAPPORT NO. : PB

INDIAN MEMBERSHIP SYSTEM
 SYSTÈME DES BANDES INDIENNES

FAMILY GROUPING LISTING
 LISTE PAR GROUPE DE FAMILLE

DISTRICT -700	ALBERTA	BAND -454	SARRIDGE	FAMILY NO.	SURNAME	GIVEN NAMES	ALIAS	BIRTHDATE	PROV	MAR ST	RES	S
NO DE FAMILLE	ADM					PRENOMS	NOM D'EMPRUNT	NAISSANCE		ST MAT		
008702					LOYER	CYNTHIA YVETTE GALE		1967/09/26	08	1	6	
008001					NEESOTASIS	GEORGE		1939/06/03	08	1	1	
008201					NEESOTASIS	CHESTER		1961/10/01	08	2	1	
008202					NEESOTASIS	DEHLIA		1953/02/21	08	2	1	
008203					TWIN	DARCY ALEXANDER		1977/08/09	08	1	1	
008601					NEESOTASIS	NOEL RICHARD		1944/11/23	08	1	1	
003602					POTSKIN	JENNIE		1924/12/26	02	3	1	
007001					POTSKIN	HARRY		1927/06/09	08	1	1	
008902					MANDEL	SHAWN		1969/04/01	08	1	6	
009302					POTSKIN	SCNIA ODETTE		1970/08/25	08	1	1	
009502					POTSKIN	BRENT ALBERT		1975/09/11	08	1	6	
009503					POTSKIN	JONATHAN EARRET		1978/04/04	08	1	6	
009703					POTSKIN	JEANINE MARIE		1979/10/10	08	1	6	
009704					POTSKIN	AARON ROYCE SEPARD		1982/10/01	08	1	6	
009705					POTSKIN	TRENT RYAN ALBERT		1984/09/08	08	1	6	
007201					TWIN	SAN GILBERT		1928/07/30	08	1	1	
007901					TWIN	WALTER FELIX		1936/05/30	08	2	1	
007902					TWIN	YVONNE DORIS		1939/05/27	08	2	1	
009601					TWIN	VERA IRENE		1956/12/15	08	6	1	

JUL 29 85
 SARRIDGE ADMINISTRATION

014388
12041

JOB NO. : INMEARG3
 PRG NO. : INMEP004
 RUN DATE / DATE DU PASSAGE : 1985/07/03

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
 MINISTÈRE DES AFFAIRES INDiennes ET DU NORD CANADIEN

PAGE NO: 0
 REPORT NO. / RAPPORT NO. : PR

INDIAN MEMBERSHIP SYSTEM
 SYSTEME DES BANDES INDIENNES

DISTRICT -700 ALBERTA
 -454 ALBERTA
 BAND 454 SARBRIDGE
 BANDE SARBRIDGE
 FAMILY NO. SURNAME
 NO DE-FAMILLE NOM

FAMILY GROUPING LISTING
 LISTE PAR GROUPE DE FAMILLE

FAMILY NO. NO DE-FAMILLE	SURNAME NOM	TYPE	IVEN NAMES PRENOMS	ALIAS NOM D'EMPRUNT	BIRTHDATE NAISSANCE	PROV	MAR ST ST MAT	RES	S
009602		TWIN	WINONA MAGINE		1976/06/16	08	1	1	
009603		TWIN	EVERETT JUSTIN		1982/09/23	08	1	1	
009604		TWIN	JACLYN DANIELA		1983/11/10	08	1	1	
007501		TWINN	WALTER PATRICK		1936/03/29	08	2	1	
007502		TWINN	PAUL HENRY		1949/02/12	08	1	0	
007508		TWINN	KATHLEEN MAY		1953/12/28	08	2	1	
010301		TWINN	IRENE MARIE		1963/12/19	08	1	0	
010501		TWINN	ROLAND CHRISTOPHER		1965/05/21	08	1	0	
010701		TWINN	RODELL WALTER		1966/07/09	08	1	0	
010801		TWINN	ARLENE THERESA		1966/07/09	08	1	1	
008105		LARD	DEAN DANIEL		1967/09/10	08	1	0	
008106		LARD	FRANK JAMES		1969/05/21	08	1	0	
009201		LARD	MARGARET SUE		1947/09/02	08	2	0	
009204		LARD	NATHAN ALEXANDER		1981/12/02	08	1	0	
009801		LARD	GEORGINA ROSE		1959/05/23	08	0	0	
010001		WARD	JOHNNY MAXWELL		1962/03/25	08	1	0	
010201		LARD	GLORIA MARIE		1963/06/27	08	1	0	
010601		WARD	MARGARET SOPHIE		1965/12/09	08	1	0	



TOTAL NUMBER OF INDIVIDUALS: 37
 NOMBRE-TOTAL-DES INDIVIDUS

*** END OF REPORT ***

12042

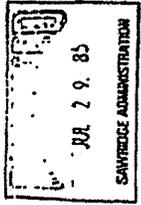
014389

JBB NO. : 1
 DISTRICT : 700
 REPORT NO. : PRJ0
 PAGE NO. : 1
 DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
 LE MINISTRE DES AFFAIRES INDiennes ET DU NORD CANADIEN
 SYSTEME DES BANDES INDIENNES
 INDIAN MEMBERSHIP SYSTEM
 SYSTEME DES BANDES INDIENNES
 REPORT NO. : 1985/07/05
 DATE DU PASSAGE : 1985/07/05

DISTRICT : 700
 BAND / BANDE : 757
 FAMILY NO. / NO DE FAMILLE : 205600
 SURNAME / NOM : MICHELLE DANIELLE
 BIRTH DATE / DATE DE NAISSANCE : 1981/05/33
 RESIDENCE : 6
 PROV. RES. : 08
 SEX : 7

12043

014890



014391

12044

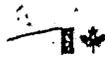
014391 12044

TAB 29

014504

12057

L



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

(11)

October 4, 1985

Your file / Votre référence

Our file / Notre référence
E6000-454 (LM8-4)

Chief Walter Twinn,
Sawridge Band,
P.O. Box 326,
SLAVE LAKE, Alberta
T0G 2A0

Dear Chief Twinn:

By his letter of September 26 the Minister informed you, pursuant to subsection 10(7) of the Indian Act, that your band now has control of its own membership.

In accordance with the same subsection I am enclosing a copy of the band list for the Sawridge Band as it currently appears in Departmental records.

Yours sincerely,

Z.G. Smith
Z.G. Smith,
Registrar,
OTTAWA, Ontario
K1A 0H4

Encl.

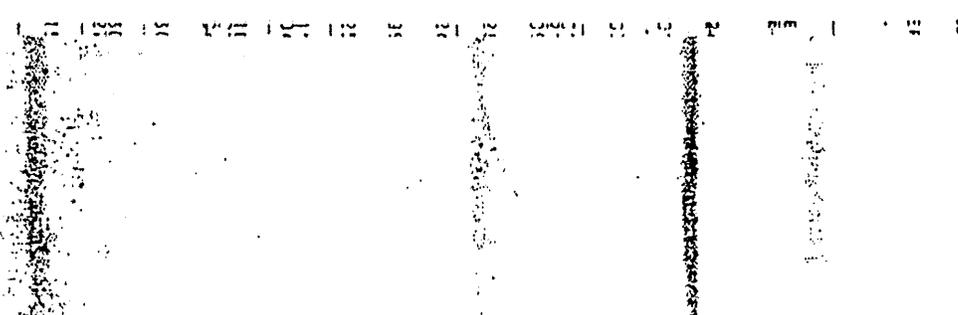
Exhibit:

Date: June 20, 2017

Witness: PAUL BUJOLD
Katie McLeod, Court Reporter

MM

Canada



REG NO. : INMPE004
 UN DATE / DATE DU PASSAGE : 1955/10/04

MINISTRE DES AFFAIRES INDIENNES ET DU NORD CANADIEN
 INDIAN MEMBERSHIP SYSTEM
 SYSTEME DE L'EFFECTIF

PAGE NO: 1
 REPORT NO. / RAPPORT NO. : PR21

DISTRICT - 700 ALBERTA		FAMILY GROUPING LISTING / FCN REGISTER							
GROUP - 454 SAWRIDGE		LISTE PAR GROUPE DE FAMILLE / FOUR REGISTRE							
FCN NO.	SURNAME	GIVEN NAMES	ALIAS	BIRTH DATE	PRCV	MAR ST	RES	SEX	
DE FAMILLE	NOM	PRENOMS	NOM D'EMPRUNT	NAISSANCE		ST PAT		SEXE	
006702	LOYER	CYNTHIA YVETTE	GALE	1967/09/26	OE	1	6	F	
005902	MANDEL	SHAWN		1965/04/01	OE	1	6	F	
006001	NEESCTASIS	GEORGE		1939/06/03	OE	1	1	M	
005201	NEESCTASIS	CHESTER		1941/10/01	OE	2	1	M	
005202	NEESCTASIS	DELLIA		1953/02/21	OE	1	1	F	
005203	TWIN	GARY ALEXANDER		1977/08/09	OE	1	1	M	
005501	NEESCTASIS	NOEL RICHARD		1944/11/25	OE	1	1	M	
005802	POTSKIN	JENNIE		1924/12/26	OE	3	1	F	
007001	POTSKIN	HARRY		1927/06/09	OE	1	1	M	
009302	POTSKIN	SONIA ODETTE		1970/08/25	OE	1	1	F	
009502	POTSKIN	BRENT ALBERT		1975/09/11	OE	1	6	M	
009503	POTSKIN	JONATHAN EARRET		1978/04/04	OE	1	6	M	
009703	POTSKIN	JEANINE MARIE		1975/10/10	OE	1	6	F	
009704	POTSKIN	AARON ROYCE BERNARD		1982/10/01	OE	1	6	M	
009705	POTSKIN	TRENT RYAN ALBERT		1981/09/08	OE	1	6	M	
007201	TWIN	SAM GILBERT		1925/07/30	OE	1	1	M	
007901	TWIN	WALTER FELIX		1954/05/30	OE	2	1	M	
007902	TWIN	YVONNE DORIS		1955/05/27	OE	2	1	F	
009601	TWIN	VERA IRENE		1956/12/15	OE	1	1	F	

014502

12050

JB NO. : INNEAR03
 LOG NO. : INNEP004
 IN DATE / DATE DU PASSAGE : 1935/10/C4

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT
 MINISTERE DES AFFAIRES INDIENNES ET DU NORD CANADIEN

PAGE NO: 2

INDIAN MEMBERSHIP SYSTEM
 SYSTEME DE L'EFFECTIF

REPORT NO. / RAPPORT NO. : PR21

014503

STRICT -703 ALBERTA
 ALBERTA
 GROUP - 454 SARBRIDGE
 GROUPE - SARBRIDGE
 FAMILY NO. SUPRNAME
 DE FAMILLE AGN

FAMILY-GROUPING-LISTING / FCP REGISTER
 LISTE PAR GROUPE DE FAMILLE / POLR REGISTRE

		GIVEN NAMES PRENOMS	ALIAS NOM D'EMPRUNT	BIRTHDATE NAISSANCE	PRCV	MAR ST ST MAT	RES	SEX SEXE
009602	TWIN	SINONA MADINE		1976/06/16	02	1	1	F
009603	TWIN	EVERETT JUSTIN		1982/05/23	02	1	1	M
009604	TWIN	JAGLYN DANIELA		1983/11/10	02	1	1	F
007501	TWIN	WALTER PATRICK		1934/03/20	02	2	1	M
007507	TWIN	PAUL HENRY		1908/02/12	02	1	6	M
007508	TWIN	KATHERINE MAY		1953/12/22	02	2	1	F
010301	TWIN	IRENE MARIE		1903/12/10	02	1	6	F
010501	TWIN	ROLAND CHRISTOPHER		1945/05/21	02	1	6	M
010701	TWIN	RODDELL WALTER		1908/07/07	02	1	6	M
010301	TWIN	ARLENE THERESA		1968/07/09	02	1	1	F
008105	WARD	DEAN DANIEL		1967/09/10	02	1	6	M
008106	WARD	FRANK JAMES		1959/05/21	02	1	6	M
009201	WARD	MARGARET SUE		1947/09/02	02	2	6	F
009204	WARD	NATHAN ALEXANDER		1991/12/02	02	1	6	M
009801	WARD	GEORGINA ROSE		1958/05/23	02	1	6	F
010001	WARD	JOHNNY MAXWELL		1962/03/25	02	1	6	M
010201	WARD	GLORIA MARIE		1963/06/27	02	1	6	F
010601	WARD	MARGARET SOPHIE		1945/12/09	02	1	6	F

TOTAL NUMBER OF INDIVIDUALS: 37
 NOMBRE TOTAL DES INDIVIDUS

*** END OF REPORT ***

12060

TAB 30

18th Floor
Toronto-Dominion Tower
Edmonton Centre
Edmonton, Alberta T5J 3P9
(403) 421-3611
Telex 037-3032
Cable DEHANDS

ACCOUNTANTS' COMMENTS

To the Trustees of
The Sawridge Band Inter-Vivos Settlement Trust:

We have prepared the accompanying balance sheet as at December 31, 1986 and the statement of income and trust balance for the year then ended from the records of The Sawridge Band Inter-Vivos Settlement Trust and from other information supplied to us by the Trustees. In order to prepare these financial statements we made a review, consisting primarily of enquiry, comparison and discussion, of such information. However, in accordance with the terms of our engagement, we have not performed an audit and consequently do not express an opinion on these financial statements.

The investment in the subsidiary is recorded on the cost basis of accounting in the accompanying unaudited financial statements. In this case, generally accepted accounting principles require that the financial statements be prepared on a consolidated basis. The effects of this departure from generally accepted accounting principles on the accompanying unaudited financial statements have not been determined.

Deloitte Haskins & Sells

Chartered Accountants

May 5, 1987

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

STATEMENT OF LOSS AND TRUST BALANCE

YEAR ENDED DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
INCOME		
Interest	\$ -	\$ 3,324,725
EXPENSE		
Professional fees	<u>66,500</u>	<u>66,500</u>
NET (LOSS) INCOME (Note 6)	(66,500)	3,258,225
TRUST BALANCE, BEGINNING OF YEAR	27,761,254	23,753,062
CONTRIBUTION FROM BENEFICIARIES (Note 7)	<u>-</u>	<u>749,967</u>
TRUST BALANCE, END OF YEAR	<u>\$27,694,754</u>	<u>\$27,761,254</u>

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

BALANCE SHEET

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
<u>ASSETS</u>		
CASH	\$ -	\$ 5,094
DUE FROM SAWRIDGE HOLDINGS LTD. (Note 3)	27,696,128	27,756,128
INVESTMENT (Note 4)	<u>32</u>	<u>32</u>
	<u>\$27,696,160</u>	<u>\$27,761,254</u>

TRUST BALANCE

BANK INDEBTEDNESS	\$ 1,406	\$ -
TRUST BALANCE (Note 5)	<u>27,694,754</u>	<u>27,761,254</u>
	<u>\$27,696,160</u>	<u>\$27,761,254</u>

Approved by the Board:

.....Trustee

.....Trustee

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
SOURCES OF CASH		
Operations	\$(66,500)	\$3,258,225
Contributions from beneficiaries	<u>749,967</u>	<u>-</u>
	683,467	3,258,225
USE OF CASH		
Increase in amounts due from subsidiary company	<u>689,967</u>	<u>3,258,127</u>
(DECREASE) INCREASE IN CASH	(6,500)	98
CASH, BEGINNING OF YEAR	<u>5,094</u>	<u>4,996</u>
(BANK INDEBTEDNESS) CASH, END OF YEAR	<u>\$ (1,406)</u>	<u>\$ 5,094</u>

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

1. OPERATIONS

The Sawridge Band Trust was established on April 15, 1982 and during 1985 changed its name to "The Sawridge Band Inter-Vivos Settlement" Trust.

2. SIGNIFICANT ACCOUNTING POLICY

The financial statements have been prepared in accordance with generally accepted accounting principles, except that these financial statements are not consolidated, and reflect the following policy:

Investment

The investment in a wholly-owned subsidiary is recorded on the cost basis of accounting whereby the investment is initially recorded at cost and earnings (from the investment) are recognized only to the extent received or receivable.

3. DUE FROM SAWRIDGE HOLDINGS LTD.

The amounts due from Sawridge Holdings Ltd., a wholly-owned subsidiary, are as follows:

	<u>1986</u>	<u>1985</u>
Promissory note, unsecured, payable on demand and bearing interest at prime plus 3%	\$ 1,067,354	\$ 1,067,354
Advances, bearing interest at prime plus 3% and secured by a demand debenture	<u>26,628,774</u>	<u>25,938,807</u>
	<u>\$27,696,128</u>	<u>\$27,006,161</u>

Interest on the above receivables was waived for the current year.

4. INVESTMENT

The trust owns 100% of Sawridge Holdings Ltd.

5. TRUST BALANCE

Under the terms of the Trust Agreement, the Trust is for the irrevocable benefit of all of the members, present and future, within the meaning of the Indian Act as such provisions existed on the 15th day of April, 1985, of the Sawridge Indian Band #19, who are descendants of the original signators of Treaty Number 8 and who remain as members of the Sawridge Indian Band #19.

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

6. INCOME TAXES

The trust is not taxable as the taxable income has been designated to be taxed in the hands of the beneficiaries.

7. CONTRIBUTIONS FROM BENEFICIARIES

The prior year's financial statements have been revised to correct as accounting error whereby a contribution of \$749,967 from beneficiaries was incorrectly recorded as an advance from Sawridge Holdings Ltd.

TAB 31



For Departmental Use

**TRUST INCOME TAX RETURN
AND INFORMATION RETURN**

Identification

a) Name of Trust: Sharncliffe Bond Trust

b) Name of Trustee/Executor/Administrator: Walter P. Thomas

c) Address of Residence of Trust: P.O. Box 326

Province of Residence of Trust: Slave Lake, Alberta Postal Code: T0G 1A0 Telephone Number: 849-9311

d) Mailing Address (if different from address above): _____ Postal Code: _____

For Departmental Use

e) Return for Taxation Year

from 01 01 87 to 31 12 87

1) Has the legal period of payment been returned? No Yes

2) Is this the first year of filing? No Yes

3) Is this an amended return? No Yes

4) Taxation Office where the original return was filed: _____

5) If the trust has been wound up, give date: _____ Day _____ Month _____ Year _____

6) Has a changeover certificate been requested? No Yes

7) If this is the first return of a testamentary or inter vivos trust, has a copy of the will or trust document been filed with this return or the first T1 return? No Yes

8) Type of Trust

A Inter vivos

B Testamentary

1 Spouse trust

2 Unit trust

3 Mutual fund trust

4 Commercial Organization

5 Insurance segregated fund trust

6 Other inter vivos trust (specify: Beneficial Trust)

7 Decedent taxpayer information: Date of death: _____ 19 _____

8 Social Insurance Number: _____

9 Fully registered

10 Partially registered

11 Not registered

12 Date trust created: April 15 1985

Summary of Tax and Credits

Taxable income of the trust (Page 3, line 53)	80	80
TAX		
Federal Tax Payable (Trust Schedule 2A, line 222 or Trust Schedule 2B, line 263)	81	
Provincial or Territorial Tax Payable (Trust Schedule 3A or 3B)	82	
Total Taxes Payable (add lines 81 and 82)		83
CREDITS		
Payments on Account	84	
Total Tax Deducted per Information Slips	85	
Refundable Quebec Abatement (Trust Schedule 2A, line 223 or Trust Schedule 2B, line 264)	86	
Refundable Investment Tax Credit (Form T2038 (IND))	87	
Other Credits (Specify)	88	
Total Credits (add lines 84 to 88)		89
Balance Owng or Refund (subtract line 89 from line 83) (a difference of less than a dollar is neither charged nor refunded)		90

Payment: Attach cheque or money order made payable to the Receiver General

Non-Resident Withholding Tax (PART XIII)

Total income Paid or Payable to Non-Resident Beneficiaries (from page 3, line 50)	91	
Adjustment for non-cash items included above (provide reconciliation)	92	
Amounts paid or payable other than capital distributions (add/deduct lines 91 and 92)		93
Amounts not subject to Part XIII tax:		
- Capital gains distributions of mutual fund trusts		
- Distributions by certain trusts established before 1945		
- Other (specify)		
Sub-total		94
Amount Subject to Non-resident Tax (subtract line 94 from line 93)		95
Non-Resident Tax Payable (line 95 multiplied by appropriate Rate of Tax, this amount must agree with amount reported on form NR4-NR4A Summary and related forms NR4 Supplementary)		96
Deduct: Amounts previously remitted per form PD7AR-NR		97
Payer's Remittance No. _____		
Balance owing for Part XIII Tax (subtract line 97 from 96, remit with form PD7AR-NR)		98

CETTE FORMULE EST DISPONIBLE EN FRANÇAIS

Income and Deductions Before Designations/Allocations

INCOME (Guide lines 01 to 16)

Actual Amount of Eligible 1986 Dividends (Trust Schedule 6, line 601)	_____	01	
Actual Amount of Ineligible 1986 Dividends (Trust Schedule 6, line 603)	_____	02	
Total 1986 Dividends (add lines 01 and 02)	_____		03
Actual Amount of Eligible 1987 Dividends (Trust Schedule 6, line 602)	_____	04	
Actual Amount of Ineligible 1987 Dividends (Trust Schedule 6, line 604)	_____	05	
Total 1987 Dividends (add lines 04 and 05)	_____		06
Eligible Interest (Trust Schedule 6, line 605)	_____		07
Ineligible Investment Income (Trust Schedule 6, line 606)	_____		08
Taxable Capital Gains (Trust Schedule 5A, line 516)	_____		09
Superannuation or Pension Payments	_____		10
Business Income	Gross _____	G11 Net _____	11
Farming Income	Gross _____	G12 Net _____	12
Fishing Income	Gross _____	G13 Net _____	13
Real Estate Rental Income (Trust Schedule 7)	Gross _____	G14 Net _____	14

Other Income (specify and attach any information slip received)

_____	_____		
_____	_____		
_____	_____		15

Total Income (Add lines 03, to 15) _____ Nil 16

DEDUCTIONS (Guide lines 17 to 23)

Carrying Charges (Trust Schedule 6, line 612)	_____		17
Total Trustee Fees (all trustee fees are income to the recipient)	_____	18	
Trustee Fees Not Applicable to Income	_____	19	
Trustee Fees Deductible From Income (subtract line 19 from line 18)	_____		20
Capital Cost Allowance Not Designated to Beneficiaries (Trust Schedule 8, line 803)	_____		21
Allowable Business Investment Loss	_____		22
Other Deductions (specify)	_____		
_____	_____		
_____	_____		23

Total Deductions (add lines 17 and 20 to 23) _____ Nil 24

Net Income (subtract line 24 from line 16) _____ 25

Adjustment for Upkeep, Maintenance and Taxes of any Property Used or Occupied by any Beneficiary _____ 26

Net Income Before Designations/Allocations (add line 26 and line 25; enter at line 40, page 3) _____ Nil 27

Application of Expenses Against Specific Types of Income Before Designations/Allocations

Indicate Income Reported at Line	Direct Expenses (1)*	Indirect Expenses (2)**	Specify the type of expenses	Net available for designation/allocation
01	minus <input type="text"/>	minus _____		28
02		minus _____		28A
04	minus <input type="text"/>	minus _____		29
05		minus _____		29A
07	minus <input type="text"/>	minus _____		30
08		minus _____		31
09		minus _____		32
10		minus _____		33
11		minus _____		34
12		minus _____		35
13		minus _____		36
14		minus _____		37
15		minus _____		38
Total	minus _____ (1) minus _____ (2)			39

* (1) Direct expenses for the purpose of the interest and dividend income deduction.
 ** (2) Other expenses incurred to earn income.

Net Income Before Designation/Allocation page 2, line 27
 Summary of Designations/Allocations

40

Types of Income Designated/Allocated	Paid or Payable to Beneficiaries		By Preferred Beneficiary Election	Total
	I Resident	II Non-Resident		
(A) Actual Amount of Eligible '87 Dividends (page 2, line 29)				41
(B) Actual Amount of Ineligible '87 Dividends (page 2, line 29A)				42
(C) Eligible Interest (page 2, line 30)				43
(D) Foreign Business Income				44
(E) Foreign Non-Business Income				45
(F) Net Taxable Capital Gains** (page 2, line 32)				46
(G) Other Income Allocated				47
(*) Actual Amount of Eligible '86 Dividends (page 2, line 28)				48
Actual Amount of Ineligible '86 Dividends (page 2, line 28A)				49
Totals (add lines 41 to 49)				50

- * 1986 Dividends are to be reported separately on 1987 T3 Supplementaries (refer to guide -- Completion of Form T3 Supplementary)
- ** Double these amounts on T3 Supplementaries (Box F)

Net Income After Designations/Allocations (subtract line 50 from line 40)	50A
Add Grossed up amount of 1986 and/or 1987 Dividends retained by the trust (Schedule 1, line 120)	50B
NET INCOME OF TRUST (add lines 50A and 50B)	50C

Calculation of Taxable Income of Trust

Deductions to Arrive at Taxable Income

Interest and Dividend Income Deduction (from Schedule 1, line 138)	51A
Non-Capital Losses of Other Years (attach details if 1985 or earlier loss included)	51B
Net-Capital Losses of Other Years (attach details if 1985 or earlier loss included)	51C
Taxable Capital Gains Deduction for Resident Spouse Trusts only (Schedule 5C)	51D
Other Deductions (specify)	51E
Total Deductions (add lines 51A to 51E)	52

Taxable Income of Trust (subtract line 52 from line 50C, and if result is 0, enter on Trust Schedule 2B, line 259 or, if result is greater than 0, enter result on Trust Schedule 2A, line 201)

Summary of Other Amounts Designated

	Designated to Beneficiaries		By Preferred Beneficiary Election
	Resident	Non-Resident	
(H) Taxable Amount of Eligible 1987 Dividends (Amount at line 41 × 1.333)			54
(I) Taxable Amount of Ineligible 1987 Dividends (Amount at line 42 × 1.333)			55
Total Taxable Amount of 1987 Dividends (add lines 54 and 55)			56
(J) Federal Dividend Tax Credit for 1987 Dividends (Amount at line 65 × 18.667%)			57
Taxable Amount of Eligible 1986 Dividends (Amount at line 48 × 1.5)			58
- Taxable Amount of Ineligible 1986 Dividends (Amount at line 49 × 1.5)			59
Total Taxable Amount of 1986 Dividends (Add lines 58 and 59)			60
- Federal Dividend Tax Credit for 1986 Dividends (Amount at line 60 × 22.667%)			61
(K) Foreign Business Income Tax Paid			62
(L) Foreign Non-business Income Tax Paid			63
(M) Capital Cost Allowance			64
(N1) RRSP Refund of Premiums			65
(N2) Superannuation and Pension Benefits			66
(N3) Death Benefits			67
(P) Insurance Segregated Fund Losses			68
(Q) Capital Gains Eligible for Deduction			69
(R) Investment in Qualified Property for I.T.C.			70
(S) Investment Tax Credit (I.T.C.)			71
(T) Tax Credits			
- Share Purchase Tax Credit			72
- Manitoba Manufacturing Investment Tax Credit			73
- Employment Tax Credit			74
- Saskatchewan Livestock Investment Tax Credit*			75
- Saskatchewan Livestock Facilities Tax Credit*			76

* for Municipal Organizations only

Schedules and Additional Information Required

All trusts MUST complete the following questionnaire and, for each question to which a reply is "yes", attach the appropriate Schedule providing full details. Failure to properly reply may cause unnecessary delays to the assessment of the return.

	Yes	No	Trust Schedule
1 a) Has there been a change in ownership of capital or income interests during the taxation year? If "yes", attach a statement showing changes for all trusts OTHER THAN unit trusts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b) Have the terms of the trust been amended or varied during the taxation year? If "Yes" attach copies of the documents giving effect to these changes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2 Have any capital additions by way of gift or bequest been received since June 18th, 1971?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3 Has a loan or obligation been incurred in a non-arm's length transaction since June 18th 1971?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4 Has there been any disposition of capital property by the trust during the year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5A
5 Is the trust paying income to non-resident beneficiaries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6 Is the trust non-resident?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7 Was there a distribution of estate assets (other than cash) to beneficiaries during the taxation year? (Attach statement showing values for assets distributed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8 Has the estate made a subsection 164(6) election? (to be filed with an amended T1 return for the deceased)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9 Is the trust one of a multiple of trusts created as a consequence of contributions to the trusts by an individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10 Is the trust required to allocate/designate all the income for the year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11 Is the trust claiming a Dividend Tax Credit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1
12 Is the trust claiming the interest and Dividend Income Deduction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1
13 If this trust is a spouse trust and the spouse (beneficiary) died during the year, is the trust claiming a taxable capital gains deduction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1 and 5C
14 Does the trust have taxable income (Trust Return, page 3, line 53)? NOTE: A trust may still be liable for Minimum Tax although no income is retained. Refer to Trust Schedule 2B for more details.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2A, 3A, 3B
15 Is the trust allocating capital gains to beneficiaries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5B
16 Is the trust making a preferred beneficiary election? (If yes, ensure it is made in prescribed manner, Regulation 2800, and filed on time)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17 Is the trust reporting investment income?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6
18 Is the trust reporting rental income?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7
19 Is the trust claiming Capital Cost Allowance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8
20 Which official language do you wish to be used in correspondence?	English <input checked="" type="checkbox"/> French <input type="checkbox"/>		

GUIDE TO THE T3 TRUST RETURN

Refer to the Guide for additional information. References are made by line number starting on page 2, of the Return, (lines D1 - 39), page 3, (lines 40 - 76) and page 1, (lines 80 - 98). The Schedules are also numbered in sequence, starting with line 101 on Schedule 1 through to line 803 on Schedule 8.

Name of Person or Company (other than Trustee/Executor/Administrator) who prepared this return. <u>Deloitte Haskins and Sells</u> Address in full <u>3000 Mainline Place</u> <u>10080-101 Street Edmonton, Alberta</u>	CERTIFICATION	
	<u>Cher W.P. Tunn</u> <small>(Print Name)</small>	
	HEREBY CERTIFY that the information given in this T3 Return and related T3 Supplementary (when required) and in any documents attached is true, correct and complete and fully discloses the income from all sources for the period covered, and that non-resident tax has been withheld where required and remitted to the Department.	
Postal Code <u>T5J 4S4</u>	Telephone Number <u>721-3611</u>	Signature of Authorized Person
Date _____		19 _____

Privacy Act / Bank of Information Number 15625

The material on this form is condensed from the Income Tax Act and Regulations which contain the terms of the law on which the tax is determined. Form authorized and prescribed by order of the Minister of National Revenue, Taxation.

TAB 32



Indian and Northern
Affairs Canada

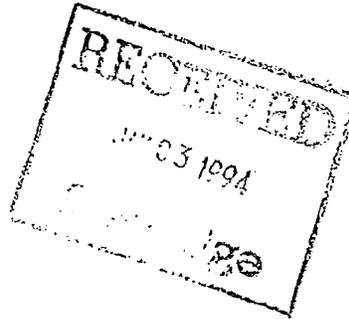
Affaires indiennes
et du Nord Canada

Assistant Deputy Minister Sous-ministre adjoint

Ottawa, Canada
K1A 0H4

*Over
in Capital
file*

DEC 23 1993



Chief Walter Twinn
Sawridge Band
P.O. Box 326
SLAVE LAKE AB TOG 2A0

Dear Chief Twinn,

As a result of the proceedings of the Bill C-31 legal action which is now before the courts, I have recently been informed of the existence of trusts which have been established on behalf of the members of the Sawridge Band.

I understand that these trusts hold substantial sums which, to a large extent, have been derived from band capital and revenue moneys previously released by the Minister of the Department of Indian Affairs and Northern Development. The capital and revenue moneys were expended pursuant to sections 64 and 66 of the Indian Act, for the benefit of the members of your band.

Along with Ken Kirby and Gregor MacIntosh from this department, I would be pleased to meet with you and your band council or other representatives in Alberta, preferably sometime in January 1994, to discuss these trusts.

I trust you will find this satisfactory. My office will contact you in January 1994, to make the necessary arrangements.

Yours sincerely,

Wendy Porteous

Wendy F. Porteous
Assistant Deputy Minister
Lands and Trust Services

Canada

TAB 33

ORIGINAL in
CAPITAL/Red file
93-94

FILE TRUSTS
ORIGINAL IN TRUST
COPY

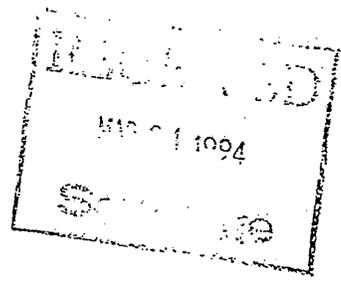
DAVIES, WARD & BECK
BARRISTERS & SOLICITORS

MAURICE C. CULLITY, Q.C.
DIRECT LINE (416) 863-5522

File No. 21902

March 16, 1994

W. Van Iterson, Esq.
A/Assistant Deputy Minister
Lands and Trust Services
Indian and Northern Affairs Canada
Ottawa, Ontario
K1A 0H4



Dear Sir:

Sawridge Indian Band

I refer to the letters of May 7, 1994 and December 23, 1993 addressed to Chief Walter Twinn. ^{Sp. March}

For some years we have been retained to advise the Band with respect to, among other matters, any trusts established for its members. Accordingly, I have been instructed to respond to any questions you may have in connection with such trusts to the extent that you are entitled to receive answers.

You will understand that the Band, like any other community, organization or entity engaged in business and other activities for the benefit of its members is reluctant to release financial information relating to such activities to anyone other than such members unless it determines that this is in its best interests or is required by law. For this reason, although I have no objection to meeting with individuals from your department, it would be helpful if you would indicate in advance why you believe such a meeting to be desirable and the grounds, if any, on which you believe you are entitled to receive information about the trusts referred to in the letter from Ms. Porteous.

It would be appreciated if you would address your reply and any further correspondence or questions on this matter to this office.

Yours very truly,

Maurice C. Cullity

MCC/dp

cc: Chief Walter Twinn ✓

bcc: M. Henderson

TAB 34



March 21, 1994

Davies Ward & Beck
Barristers & Solicitors
Box 63, 44th Floor
1 Canadian Place
Toronto, Ontario
M5X 1B1

ATTENTION: M. Cullity

Dear Sir:

RE: Sawridge Trusts

Further to our recent telephone conversation, we wish to confirm that the Department was aware of the existence of Trusts for the benefit of Sawridge Band Members for quite some time. This knowledge can be attributed to the Department from several sources including:

1. Annual Audits
 2. Capital Project Funds Requests
 3. Self-Government Negotiations
 4. Early Trust discussions
-
1. Annual Audits

The annual audit reports show an amount each year as "*Distributions to Band Members*". In the March 31, 1984 statement Note #16 reads:

16. *Distributions to Band Members*

On December 17, 1983 the Members of the Band transferred certain assets with a carrying value of \$17,951,590 to "The Sawridge Band Trust", a trust formed for the benefit of the members of the Sawridge Indian Band".

HEAD OFFICE: BOX 326, SLAVE LAKE, ALBERTA, T0G 2A0 • TEL: (403) 849-4311 • FAX: (403) 849-3446

BRANCH OFFICE: # 766, 10201 JASPER AVENUE, EDMONTON, ALBERTA, T5J 3N7 • TEL: (403) 421-4845 • FAX: (403) 428-7022

In the March 31, 1985 and 1986 statements Note #11 showed a breakdown of the "Distribution to Band Members" setting out the amounts for:

1. Assets transferred to Sawridge Band Trust; and
2. Regular Distributions to Band Members.

In the statements after 1986, there are no notes explaining this item ("Distribution to Band Members"), but the item is included on each statement.

The Department is given a copy of the Band's Audited Financial Statement each year. We provide it on a trust condition that it is not copied, transmitted or removed from the regional office and that its contents are not disclosed to anyone other than the personnel charged with the audit review. This practice began in the late 80's after the Access to Information case ended. We cannot confirm that the 84-86 statements were provided to the Department or what conditions there may have been.

The audits are provided as required by the Department. In our requests for funds from our account in Ottawa we are required to insert the following:

"The funds will be expended as stated in the Band Council Resolution and accounted for in our Band's Annual Audit. The Band will provide the Department with a copy of the audited financial statements in accordance with "The Accounting Guide for Indian Bands in Canada" within 90 days of the fiscal year end in the same manner as in previous years".

I believe we added the qualifier on the end in the late 1980's to cover off our trust conditions.

2. Capital Project Funds Requests

a) Fort McMurray

In 1988 the Band requested funds from its capital account held by the Department for the purchase of a hotel in Fort McMurray. The following correspondence is attached.

- i) January 29, 1988 letter from the Department which requests information including:

"The name of the purchaser for the Band (Bands cannot buy real estate directly. They generally do this through Band owned corporations or a Trustee)".

- ii) March 24, 1988 letter from the Department which indicated the Department required "confirmation that shares in the corporation are held under written agreement "in trust" for the Band Members".
- iii) March 24, 1988 letter from Mike McKinney to Gregor MacIntosh confirming that "the shares in the above corporation are held in trust under a written declaration of trust for the members of the Band".

There was a letter from Gregor MacIntosh quite some time later stating that we had not yet forwarded a copy of the trust agreement as we had allegedly undertaken to do. We wrote back advising that this undertaking had not been made. We cannot locate this exchange of correspondence.

b) Grocery Store

In 1989 the Band requested funds from its capital account held by the Department for the construction and set-up of a grocery store in Slave Lake. During this transaction we advised the Department that the company that owned the Grocery Store would be owned by another company in trust for the Band (the grocery store trust). As part of this transaction we disclosed that this company (the Trustee) was itself held in trust for members of the Band. The Department requested this documentation but we refused to supply it as it was not relevant to the transaction. We did provide the grocery store trust to them.

3. Self-Government Negotiations

Although the parties involved are different the fact of the existence of trusts was disclosed to departmental officials during negotiations. The provisions of the sub-agreements which speak of "existing trusts" were circulated in the Department to officials interested in financial administration which would likely be people in Lands, Revenues and Trusts.

4. Early Trust Discussions

Back in the early 1980's, the Band had discussions with the Department regarding the establishment of the Sawridge Band Capital Trust which would hold all of the Band's property and the trust funds held by Ottawa. There were discussions with the Province including a tentative agreement to amend the Perpetuities Act to allow the trust to be perpetual. While there is correspondence from two ministers on this topic, we have not located any evidence that the formation of the trusts was disclosed. We will attempt to find out from Mr. Fennell if this was disclosed in any of his meetings.

Davies Ward & Beck
Page 4

These are all the areas we have considered where trusts were disclosed to the Department. If any other areas occur to us, we will let you know. If you have any questions or concerns, please do not hesitate to contact us.

Yours truly,



Michael R. McKinney, B. Comm., LL.B.
Executive Director

MM/dd

encl.\docs\cullity

TAB 35



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

Assistant Deputy Minister Sous-ministre adjoint

Ottawa, Canada
K1A 0H4

TRUSTS

MAR 30 1994

RECEIVED
APR - 8 1994
Sawridge

Mr. Maurice C. Cullity
Davies, Ward & Beck
Barristers & Solicitors
P.O. Box 63, Suite 4400
1 First Canadian Place
TORONTO ON M5X 1B1

Dear Mr. Cullity:

Thank you for your letter of March 16, 1994 concerning the existence of trusts that were apparently established on behalf of members of the Sawridge Band. I appreciate your willingness to meet to discuss this matter.

A meeting is desirable because of the Minister's statutory responsibilities for ensuring that moneys released to the band, pursuant to sections 61 to 69 of the Indian Act, are used for the benefit of the band and its members.

It may be that a relatively small amount of information on the above trusts, the existence of which was unknown to the Minister, will provide sufficient assurances that the above concerns have been met. We may also be assured that the assets are being held in those trusts for the benefit of all band members, including those who may be entitled to membership, as will be determined by the current related litigation.

To make the necessary arrangements for the meeting, would you please contact my office at (819) 953-5577.

Yours sincerely,

Original by/par
W. VAN ITERSON

W. (Bill) Van Iterson
A/Assistant Deputy Minister
Lands and Trust Services

c.c.: Chief Walter Twinn
Gregor MacIntosh
Ken Kirby
Chris McNaught

Canada

TAB 36



Department of Justice / Ministère de la Justice
Canada

Ottawa, Canada
K1A 0H8

Legal Services
Indian Affairs and Northern Development
Room 1018, Les Terrasses de la Chaudière
10 Wellington Street
Hull, Quebec
K1A 0H4

August 29, 1994

Mr. Maurice C. Cullity, Q.C.
Davies, Ward Beck
P.O. Box 63, Suite 4400
1 First Canadian Place
Toronto, Ontario
M5X 1B1

Subject: Sawridge Trusts

Dear Mr. Cullity:

Further to our telephone conversation of August 9, 1994, we continue to anticipate a statement from the auditors of the Sawridge Indian Band to the effect that funds released to the Band pursuant to sections 64 and 69 of the *Indian Act* are being held in trust for the members of the Band, and that any funds were used for the purposes for which they were authorized by the Minister of Indian Affairs and Northern Development.

My client is anxious to have this matter settled as expeditiously as possible. Accordingly, I respectfully request some written indication of when this information will be available.

Thank you for your consideration of this matter.

Margaret McIntosh
Counsel

Canada

TAB 37

DAVIES, WARD & BECK

BARRISTERS & SOLICITORS

MAURICE C. CULLITY, Q.C.
DIRECT LINE (416) 863-5322

File No. 21902

VIA TELECOPIER

October 20, 1994

Ms. Margaret McIntosh
Counsel, Legal Services
Indian Affairs and Northern Development
Room 1018
Les Terrasses de la Chaudière
10 Wellington Street
Hull, Québec
K1A 0H4

Dear Ms. McIntosh:

Sawridge

Further to our recent discussions, I am writing to confirm that I do not believe that the list of expenditures provided with your letter of October 5, 1994 is helpful for the purposes we have discussed. Many of the amounts referred to on the list relate to recurring expenditures, such as legal and other professional fees, and some are as small as \$500. They extend back over a period of 20 years and to ask for a statement from the auditors that all were properly expended on the particular purposes referred to in the BCRs would be prohibitively expensive even if, after such a period, it were possible to deal with them.

In my discussion with Mr. Gregor MacIntosh on April 7, 1994, I was told that the Department's concern was to ensure that all funds distributed to the Band pursuant to section 64 or section 69 were either held in trust, or could be traced into assets held in trust for members of the Band. I suggested that the auditors might be asked to certify that all funds distributed to the band by the Minister pursuant to section 64 or section 69 of the *Indian Act* for the acquisition of specific assets, or property or investments into which those funds have been converted, are now held in trusts for members of the band. In my letter of April 19 to Mr. Van Iterson, I referred too generally to funds distributed to the band for specific purposes pursuant to those sections of the *Indian Act*. A large number of the amounts on the list you have provided refer to section 66 of the Act but, more importantly, many of them were amounts for recurring and other expenditures that would not involve the acquisition of assets and could not be expected to end up in trusts or otherwise in property of the Band.

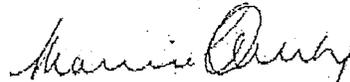
DAVIES, WARD & BECK

- 2 -

In order to try to resolve this matter without further delay and expense, I wonder whether it would be an acceptable solution to ask the auditors to confine their attention to amounts on your list of \$500,000 or more that were advanced for the purpose of acquiring specific assets. If this is not satisfactory from the viewpoint of the Department, perhaps you would suggest another alternative.

As I have indicated to you on a number of occasions, we do not agree that the Department is entitled to demand details of expenditures made by the band in the past or with respect to the assets that it now holds. At the same time, in the interests of avoiding the litigation that will be inevitable if your client intends to make unreasonable demands, I have attempted to find a solution that will satisfy the Department without involving the Band in unnecessary expense. I still wish to do this if it is possible.

Yours very truly,



Maurice C. Cullity

MCC/dp

cc: M. McKinney, Esq.

TAB 38

 Department of Justice Ministère de la Justice
Canada Canada

Legal Services
Indian Affairs and Northern Development
Room 1018, Les Terrasses de la Chaudière
10 Wellington Street
Hull, Québec
K1A 0H4

Nov 9 3 29 PM '94

November 9, 1994

VIA FAX NUMBER (416) 863-0871

Mr. Maurice C. Cullity, Q.C.
Davies, Ward & Beck
P.O. Box 63, Suite 1400
1 First Canadian Place
Toronto, Ontario
M5X 1B1

Sawridge Indian Band Expenditures pursuant to
Sections 64 and 66 of the *Indian Act*

Dear Mr. Cullity:

We are in receipt of your letter of October 24th, 1994.

Although we note the concern expressed in your letter regarding the inclusion on the list of amounts for recurring and other expenditures which would not involve the acquisition of specific assets, we should remember that the suggestion for the production of such a statement originated from your letter of April 19, 1994.

We and our client, the Department of Indian Affairs and Northern Development, are concerned regarding the delay in resolving this matter.

In an attempt to accelerate the resolution of the current situation, we are prepared to limit the scope of the statement to be provided by your client's auditors. Accordingly, we hereby request confirmation by way of statement from Sawridge's accountants that all funds that were released for the acquisition of capital assets were in fact used for that specific purpose, and further confirmation that those assets are held in trust, or have been converted into other assets which are held in trust, for the members of the Band. In other words, at this time we do not seek confirmation regarding amounts released for purposes other than the acquisition of capital assets.

.../2

Canada

11/10/94 10:40
11/29/94 15:25

416 863 0871

D W B (E)

LEGAL SERVICES + 416 863 0871

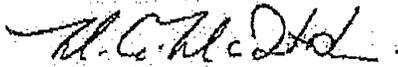
004

NO. 231

2

We would appreciate receiving confirmation of this proposal at your earliest convenience.

Yours very truly,



Margaret McIntosh
Counsel

TAB 39

**SAWRIDGE BAND INTERVIVOS SETTLEMENT AND
SAWRIDGE TRUST TRUSTEES
FROM TRUST INCEPTION TO 31 DECEMBER 2009**

TRUST	TRUSTEE NAME	APPOINTMENT DATE	DEATH/ RESIGNATION DATE	TERM (UP TO 31 DECEMBER 2009)
Sawridge Band Intervivos Settlement, 15 April 1985	Walter P. Twinn	15 April 1985	30 October 1997	12 years 6½ months
	George V. Twin	15 April 1985	8 August 1997	12 years 4¼ months
	Samuel G. Twin	15 April 1985	28 June 1986	2¼ months
	Catherine Twinn	18 December 1986	On-going	24 years ½ months
	Walter F. Twin	18 December 1986	On-going	24 years ½ months
	Bertha L'Hirondelle	21 November 1997	On-going	12 years
	Clara Midbo	19 March 2002	On-going	7 years 9½ months
	Roland C. Twinn	19 March 2002	On-going	7 years 9½ months
Sawridge Trust, 15 August 1986	Walter P. Twinn	15 August 1986	30 October 1997	11 years 2½ months
	George V. Twin	15 August 1986	8 August 1997	11 years
	Catherine Twinn	15 August 1986	On-going	23 years ½ months
	Walter F. Twin	21 November 1997	On-going	12 years
	Bertha L'Hirondelle	21 November 1997	On-going	12 years
	Clara Midbo	19 March 2002	On-going	7 years 9½ months
	Roland C. Twinn	19 March 2002	On-going	7 years 9½ months

TAB 40

and Councillor Winona Twin.

Generally we communicate orally with the Trustees. I have asked Catherine on a number of occasions for documents. Part of my mandate was to gather the Trust documents. Catherine told me she had a container of documents. Requests were made by me and Brian to access the documents. In the undertakings give to the OPGT, a request was made of Catherine and she simply did not answer. Catherine supported the OPGT requiring Sawridge First Nation to provide extensive document production but she has not produced documents.

Documents Attached

-
13. **Question:** **(Refused)** In regards to paragraph 136, please provide the other trustees self-evaluations that are referred to in this paragraph.
-
14. **Question:** In regards to paragraph 137, please provide a copy of the letter from Walter Felix Twin being referred to therein.
- Response:** Document attached.
-
15. **Question:** In regards to paragraph 139, please provide particulars of the unnecessary work Catherine Twinn creates for the Trustees and Administrators of the Trusts.
- Response:** See Undertakings #6.
-
16. **Question:** In regards to paragraph 143, who advised you that they feared reprisals from Catherine Twinn and did they advise you what the reprisals they feared were?
- Response:** Trustees Bertha L'Hirondelle, Clara Midbo, Roland Twinn and Justin Twin have all stated this to me and all stated that they had experience with Catherine Twinn in costly and non-productive legal actions and mediations with the Sawridge First Nations, the Sawridge Trusts and the Sawridge Group of Companies.
-
17. **Question:** In regards to paragraph 162, how were the affiliates served with notice and what were they served with? Please advise of the particulars of your investigation into affiliates, and who advised you that many are incorrect.
- Response:** As I previously stated in my Undertakings to the Office of the Public Guardian and Trustee, the attached letter was sent out to those persons listed on the Affiliates list maintained by Indigenous and Northern Affairs Canada.
- Documents Attached **TABC-6**
-
18. **Question:** **(Refused)** In regards to paragraph 181, please advise of how many instances you are aware of where the two elected councillors have formed a majority vote against Chief Roland Twinn at SFN council meetings. Provide specifics, including which meetings this occurred at.
-
19. **Question:** **(Refused)** In regards to paragraph 185, please provide minutes of trustee meetings, wherein Justin Twin asks a "tough question". Same question in regards to Bertha L'Hirondelle.
-
20. **Question:** **(Refused)** What inquiries have been made or concerns expressed by the other trustees in regards to discrimination issues affecting the 1986 Trust.



Aboriginal Affairs & Northern
Development Canada
Alberta Region
630 Canada Place
9700 Jasper Avenue
Edmonton, AB T5J 4G2

Affaires Autochtones et
Développement du Nord Canada
2017-1-lettre AANDC to Affiliates, 111121_Redacted.pdf

Fax: (780) 495-2201
Internet: aandc-aadnc.gc.ca

November 8, 2011

Your file Votre référence
Our file Notre référence

Dear _____ :

Our records indicate that when you became registered as an "Indian" pursuant to the provisions of the *Indian Act*, R.S.C. 1985, c. 1-5, as amended, your registration was "affiliated" with the Sawridge Band. In 1985, the Sawridge Band had taken control of determining its own membership, therefore, such affiliation, by itself, did not bestow any rights of membership in the Sawridge Band upon you.

Between 1982 and 1986, the Sawridge Band created several trusts to hold and administer certain assets which the Sawridge Band had acquired and transferred into the trusts (the "Sawridge Trusts"). The Sawridge Trusts are separate legal entities from the Sawridge Band.

The Chief Executive Officer of the Sawridge Trusts recently filed an application in order to seek "advice and directions" from the Court of Queen's Bench of Alberta (the "Application") in regards to certain matters dealing with the Sawridge Trusts. Full details of the Trusts and the proposed Application can be found on their website at www.sawridgetrusts.ca.

It is suggested that you periodically check the Sawridge Trusts website to ascertain where and when the Application will be heard.

The Sawridge Trusts do not have access to the names and addresses of the person's affiliated with the Sawridge Band, and have asked the Government of Canada to use its best efforts to try and contact these persons so that they are aware of the pending Application and can, if they choose to do so, get independent legal advice in respect thereof.

In providing this notification on behalf of the Sawridge Trusts, the Government of Canada:

- a) Is doing so on a strictly gratuitous and voluntary basis to accommodate a request to do so from the Sawridge Trusts and, as Canada relies on the affiliated persons to update their addresses, Canada is not warranting or undertaking to anyone that any person to whom this notice is addressed will in fact receive it, and assumes no liability for the failure of such notice to reach any such individual;
- b) Makes no representations:
 - i. about the accuracy of any information found on the Sawridge Trusts website and is not in a position to disclose any other information on regards to the Application to third parties other than what is found on the website, and

.../2

- ii. that any or all of the affiliated persons have any standing or interest in the Application; and
- c) Will not be in a position to offer any legal advice to persons outside the Government of Canada in respect thereof.

Additionally, be advised that:

1. Neither your name nor any other personal information will be provided to Sawridge Trusts or any other third party. The only information we will provide to Sawridge Trusts is the total number of people we notified by means of this letter.
2. If you are a minor, or the guardian of a minor who may have an interest in the Application, the Public Trustee for the Province of Alberta can be contacted, at the number noted below, for information pertaining to the Public Trustee's authority over the administration of minor's property.

Office of the Public Trustee
400, South, Brownlee Building
10365 – 97 Street
EDMONTON, AB T5J 3Z8

Phone: (780) 427-2744
Fax: (780) 422-9136

Yours sincerely,



Susan Weston
Manager, Registration, Revenues
And Band Governance
Lands, Negotiations and
Indian Government
Aboriginal Affairs and Northern
Development Canada
Suite 630, Canada Place
9700 Jasper Avenue
EDMONTON, AB T5J 4G2

TAB 41

COURT FILE NUMBER

Clerk's stamp:

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 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;

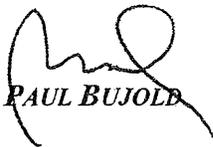
- b. All of the registered members of the Sawridge First Nation;
 - c. All persons known to be beneficiaries of the 1985 Sawridge Trust and all former members of the Sawridge First Nation who are known to be excluded by the definition of "Beneficiaries" in the 1986 Sawridge Trust, but who would now qualify 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 (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

TAB 42

Catherine Twinn
EXHIBIT NO. A
Sept. 9/16
D. WILLIAMS DW

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

Paul Rejold

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

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 of S.A. 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 decendant 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: 1.

Walter P. J.

Walter J. [unclear]
NAME

1100 One Fronton Court
ADDRESS

Walter J. [unclear]
NAME

1100 One Fronton Court
ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

2. [Signature]

3. Walter F. [unclear]

4. _____

5. _____

6. _____

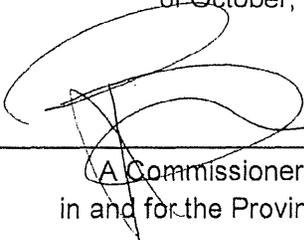
7. _____

8. _____

TAB 43

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

Sworn before me this 31st day
of October, 2016



A Commissioner for Oaths
in and for the Province of Alberta

DORIS BONORA
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

	Clerk's stamp:
COURT FILE NUMBER	1103-14112
COURT OF QUEEN'S BENCH OF ALBERTA JUDICIAL CENTRE	EDMONTON
	<p>IN THE MATTER OF THE TRUSTEE ACT, R.S.A. 2000, c. T-8, AS AMENDED</p> <p>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")</p>
APPLICANTS	ROLAND TWINN, CATHERINE TWINN, WALTER FELIX TWIN, BERTHA L'HIRONDELLE, and CLARA MIDBO, as Trustees for the 1985 Sawridge Trust
DOCUMENT	Order
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<p>Attention: Doris C.E. Bonora Reynolds, Mirth, Richards & Farmer LLP 3200 Manulife Place 10180 - 101 Street Edmonton, AB T5J 3W8</p> <p>Telephone: (780) 425-9510 Fax: (780) 429-3044 File No: 108511-001-DCEB</p>

Date on which Order Pronounced: August 31, 2011

Name of Justice who made this Order: D. R. G. Thomas

UPON the application of the Trustees of the 1985 Sawridge Trust (the "Applicants" or the "Trustees"); AND UPON hearing read the Affidavit of Paul Bujold, IT IS HEREBY ORDERED AND DECLARED as follows:

Application

1. An application shall be brought by the Trustees of the 1985 Sawridge Trust for the opinion, advice and direction of the Court respecting the administration and management of the property held under the 1985 Sawridge Trust (hereinafter referred to as the "Advice and Direction Application"). The Advice and Direction Application shall be brought:
 - a. To seek direction with respect to the definition of "Beneficiaries" contained in the 1985 Sawridge Trust, and if necessary to vary the 1985 Sawridge Trust to clarify the definition of "Beneficiaries".
 - b. To seek direction with respect to the transfer of assets to the 1985 Sawridge Trust.

Notice

2. The Trustees shall send notice of the Advice and Direction Application to the following persons, in the manner set forth in this Order:
 - a. The 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 Sawridge Trust created on August 15, 1986, 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 created on 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; and
 - i. The Minister of Aboriginal Affairs and Northern Development Canada (hereinafter referred to as the "Minister") in respect, *inter alia*, of all those

persons who are Status Indians and who are deemed to be affiliated with the Sawridge First Nation by the Minister.

(those persons mentioned in Paragraph 2 (a) – (i) shall collectively be referred to as the “Beneficiaries and Potential Beneficiaries”)

3. Notice of the Advice and Direction Application on any person shall not be used by that person to show any connection or entitlement to rights under the 1982 Sawridge Trust or the 1985 Sawridge Trust, nor to entitle a person to being held to be a beneficiary of the 1982 Sawridge Trust or the 1985 Sawridge Trust, nor to determine or help to determine that a person should be admitted as a member of the Sawridge First Nation. Notice of the Advice and Direction Application is deemed only to be notice that a person may have a right to be a beneficiary of the 1982 Sawridge Trust or the 1985 Sawridge Trust and that the person must determine his or her own entitlement and pursue such entitlement.

Dates and Timelines for Advice and Direction Application

4. The Trustees shall, within 10 business days of the day this Order is made, provide notice of the Advice and Direction Application to the Beneficiaries and Potential Beneficiaries in the following manner:
 - a. Make this Order available by posting this Order on the website located at www.sawridgetrusts.ca (hereinafter referred to as the “Website”);
 - b. Send a letter by registered mail to the Beneficiaries and Potential Beneficiaries for which the Applicants have a mailing address and by email to the Beneficiaries and Potential Beneficiaries for which the Applicants have an email address, advising them of the Advice and Direction Application and advising them of this Order and of the ability to access this Order on the Website (hereinafter referred to as the “Notice Letter”). The Notice Letter shall also provide information on how to access court documents on the Website;
 - c. Take out an advertisement in the local newspapers published in the Town of Slave Lake and the Town of High Prairie, setting out the same information that is contained in the Notice Letter; and
 - d. Make a copy of the Notice Letter available by posting it on the Website.
5. The Trustees shall send the Notice Letter by registered mail and email no later than September 7, 2011.
6. Any person who is interested in participating in the Advice and Direction Application shall file any affidavit upon which they intend to rely no later than September 30, 2011.
7. Any questioning on affidavits filed with respect to the Advice and Direction Application shall be completed no later than October 21, 2011.
8. The legal argument of the Applicants shall be filed no later than November 11, 2011.

9. The legal argument of any other person shall be filed no later than December 2, 2011.
10. Any replies by the Applicant shall be filed no later than December 16, 2011.
11. The Advice and Direction Application shall be heard January 12, 2012 in Special Chambers.

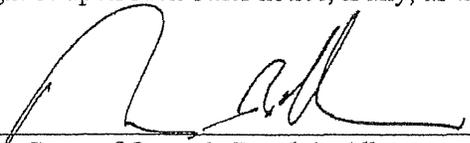
Further Notice and Service Provisions

12. Except as otherwise provided for in this Order, the Beneficiaries and Potential Beneficiaries need not be served with any document filed with the Court in regard to the Advice and Direction Application, including any pleading, notice of motion, affidavit, exhibit or written legal argument.
13. The Applicants shall post any document that they file with the Court in regard to the Advice and Direction Application, including any pleading, notice of motion, affidavit, exhibit or written legal argument, on the Website within 5 business days after the day on which the document is filed.
14. The Beneficiaries and Potential Beneficiaries shall serve the Applicants with any document that they file with the Court in regard to the Advice and Direction Application, including any pleading; notice of motion, affidavit, exhibit or written legal argument, which service shall be completed by the relevant filing deadline, if any, contained in this Order.
15. The Applicants shall post all of the documents the Applicants are served with in this matter on the Website within 5 business days after the day on which they were served.
16. The Applicants shall make all written communications to the Beneficiaries and Potential Beneficiaries publicly available by posting all such communications on the Website within 5 business days after the day on which the communication is sent.
17. The Beneficiaries and Potential Beneficiaries are entitled to download any documents posted on the Website by the Applicants pursuant to the terms of this Order.
18. Notwithstanding any other provision in this Order, the following persons shall be served with all documents filed with the Court in regard to the Advice and Direction Application, including any pleading, notice of motion, affidavit, exhibit or written legal argument:
 - a. Legal counsel for the Applicants;
 - b. Legal counsel for any individual Trustee;
 - c. Legal counsel for any Beneficiaries and Potential Beneficiaries;
 - d. The Sawridge First Nation;
 - e. The Public Trustee; and

f. The Minister.

Variation or Amendment of this Order

19. Any interested person, including the Applicants, may apply to this Court to vary or amend this Order on not less than 7 days' notice to those persons identified in paragraph 17 of this Order, as well as any other person or persons likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



Justice of the Court of Queen's Bench in Alberta

Thomas J

809772; August 31, 2011

TAB 44

Paul Bujold Undertakings 7-10 March 17

	A.	Michael McKinney, QC, the Executive Director and Counsel of the Sawridge First Nation provided me advice on paragraphs 26, 171 and 184 of my Affidavit. The advice in relation to paragraph 26-Justin Twin membership and beneficiary status is attached and has been filed and entered into evidence a number of times in this Application (See Document PB009.0). The advice provided in relation to paragraphs 171-Indian Act and 184-William MacDonald was verbal and no written advice was provided.
	D.	PB009.0
10.	Q.	(Page 70) (Under Advisement) To provide all of the Trustee resolutions that authorize direction in the 2011 Action upon which Mr. Bujold is basing his instructions to legal counsel.
	A.	The attached resolution and list of motions passed by the Trustees concerning the 1103-14112 action provide the basis for instructions to legal counsel.
	D.	PB010.01 to PB010.03
11.	Q.	(Page 95) To make best efforts to confirm when the first time Mr. Bujold became aware that Catherine Twinn had retained McLennan Ross was in regards to the 2011 Action.
	A.	While the Trustees first became aware that Catherine Twinn must have retained counsel at the Application for Asset Transfer, 16 May 2014 (UT12), from Catherine Twinn's undertakings on examination of her Affidavits, 9 Sep 2016, 9-10 Nov 2016, 15 Dec 2016 and 23 Jan 2017, the Summary of Attached Accounts (CT064.001) shows that an invoice from McLennan Ross was recorded on 20 Jan 2014 indicating that services had been provided on or before that date.
	D.	PB011.0
12.	Q.	(Page 95) To confirm when the first time was that Catherine Twinn had counsel attend Court on her behalf in the 2011 Action.
	A.	The Trustees first became aware that Catherine Twinn had retained counsel at the Application for Asset Transfer, 16 May 2014.
	D.	PB012.0
13.	Q.	(Page 118) (Under Advisement) To confirm when the last newsletter was published, and to provide all of the newsletters that were published.
	A.	The last newsletter was published and mailed between 16 and 22 September 2011.
	D.	PB013.01 to PB013.04
14.	Q.	(Page 129) To provide the letter sent to all of the Applicants and all of the existing beneficiaries indicating that the advice of the Trustees had received was that the tribunal process could not go ahead.
	A.	The attached merged letter provides letter and list of all recipients.
	D.	PB014.0
15.	Q.	(Page 130) To confirm all individuals that the letter referred to in undertaking 14 was provided to.
	A.	See UT14.
16.	Q.	(Page 131) (Under Advisement) To provide a copy of the legal opinion that the Trustees were provided with that advised them not to pass their accounts.
	A.	Most of the legal opinions concerning the Passing of Accounts were provided verbally to the Trustees in meetings. Some of these opinions are also confirmed in a memo to the Trustees from Paul Bujold dated 21 September 2016.
	D.	PB016.01 to PB016.03
17.	Q.	(Page 131) (Under Advisement) To provide the legal opinion provided to the Trustees that advised that the tribunal process should not be followed.
	A.	The advice was provided verbally by legal counsel at a Trustee meeting.
18.	Q.	(Page 132) (Under Advisement) To provide all communication that Mr. Bujold had with the Trustees in regards to the tribunal and to the decision not to pass accounts with the Courts.
	A.	Same as UT16.
19.	Q.	(Page 156) To provide the list of Sawridge First Nation members who do not have access to email.
	A.	At the last survey, that list included five persons: Rosina Lindberg, Lillian Potskin, Walter Felix and Yvonne Twin and Margaret C. Ward.
20.	Q.	(Page 162) (Under Advisement) To provide a copy of the Trustee Skills Matrix that was developed, and to provide the list that was received from Mr. Waters and Ms. Bonora on Trustee qualifications.



SAWRIDGE

TRUSTS

11 January 2011

Conway Belcourt
9213 94A Avenue
Grande Prairie, AB T8V 6W5

Dear Conway,

Based on extensive legal advice the Trustees of the two Sawridge Trusts have come to the conclusion that the determination of Band membership is a matter solely for the Chief and Council, the Membership Committee, with an appeal on individual cases to the Electors. This affects the way in which the Trustees will in future handle the definition of "beneficiaries" in each trust instrument. The Trustees have also drawn encouragement from discussions they have had to date with the Sawridge First Nation. It is hoped that to mutual advantage the Band and the Trustees can usefully work together. Those are the plans.

The Trustees of the Sawridge Trusts have therefore decided to abandon their previous decision to appoint a tribunal to review the applications you and other persons submitted to the Trustees asking to be considered as beneficiaries of either or both Trusts. Instead the Trustees will await the decisions of the Sawridge First Nation, following the processes the First Nation has set in place, as to who are the members of the First Nation.

The definition of beneficiaries for the Sawridge Trust of 15 August 1986 is quite clear: "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.

Since the Sawridge First Nation has a Membership Code in force, the Trust definition of a beneficiary to the Sawridge Trust can be taken to mean "anyone who has been accepted as a member of the Sawridge First Nation according to the Membership Code".

The definition of beneficiaries for the Sawridge Intervivos Settlement of 15 April 1985, which reads: "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 1-6 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 1-6 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 1-6, 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

is also quite clear that "beneficiaries" are clearly meant to be persons who are members of the Sawridge First Nation except for a select few who did not qualify as Band members under the 1982 provisions of the Indian Act but may now qualify under the current Act . The definition, though, refers to a section of the Indian Act that has since been repealed.

As a result of this reference to a section of the Indian Act that is no longer in force, the Trustees have decided to ask the Alberta Court to provide its advice as to whether or not this definition is still valid. All parties having an interest in this application to the Court will be notified when the application is submitted.

We are contacting you because you applied to be considered as a beneficiary to one or both of the Sawridge Trusts. We are now informing you that you should do the following:

1. **If you have not already done so, you should apply to Indian and Northern Affairs Canada to register for Indian status** which you can access at <http://www.ainc-inac.com/ai/scr/bc/proser/fnp/regscd/regapp/index-eng.asp> if you have access to the Internet or by contacting one of the offices listed below:

Ontario Region

Indian and Northern Affairs Canada
8th Floor 25 St. Clair Avenue East
Toronto, Ontario
M4T 1M2
(416) 973-6234
fax: (416) 954-6329

Saskatchewan Region

Indian and Northern Affairs Canada

Room 200, 1 First Nations Way
Regina, Saskatchewan
S4S 7K5
(306) 780-5945 or 780-5392
fax: (306) 780-5733

Alberta Region

Indian and Northern Affairs Canada
630 Canada Place
9700 Jasper Avenue
Edmonton, Alberta
T5J 4G2
(780) 495-2773
fax: (780) 495-4088

British Columbia Region

Indian and Northern Affairs Canada
Suite 600
1138 Melville Street
Vancouver, B.C.
V6E 4S3
(604) 775-7114
(604) 775-5100
fax: (604) 775-7149.

2. **If you have not already done so, you should apply for membership in the Sawridge First Nation** by contacting the Sawridge First Nation office to request a copy of the Membership Code and Membership Application Form. **If you have already applied, you should check into the current status of your application.** The address is listed below:

Sawridge First Nation

P.O. Box 326
806 Caribou Trail NE
Slave Lake, AB T0G 2A0
(780) 849-4331
fax: (780) 849-3446
email: Sawridge@sawridgefirstnation.com

The Sawridge Trusts have offered to assist the Sawridge First Nation in any way that they can in order to help the First Nation deal with the volume of applications in an efficient and effective manner. If there is anything that we can do to assist you in this process, please contact us at the address listed below:

Sawridge Trusts

801, 4445 Calgary Trail

Edmonton, AB T6H 5R7

(780) 988-7723

(888) 988-7723

fax: (780) 988-7724

email: paul@sawridgetrusts.ca

We hope that this will help to resolve the issue of who are the beneficiaries to the Sawridge Trusts and that it will help you resolve whether or not you are one of these beneficiaries.

Cordially,



Paul Bujold,
Trusts Administrator

TAB 45

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.

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.

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 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."

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

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.

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.
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.
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.
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.

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.

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.

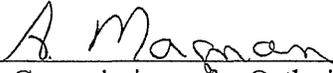
Current Status

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.

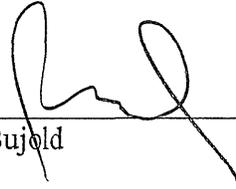
SWORN before me at Edmonton
in the Province of Alberta,
on the 12 day of September, 2011.



A Commissioner for Oaths in and for
the Province of Alberta

Catherine A. Magnan
My Commission Expires
January 29, 2012

809051_2;September 12, 2011



Paul Bujold

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.

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

Walter P. Twinn
WALTER P. TWINN

George Twinn
GEORGE TWINN

Walter Felix Twinn
WALTER FELIX TWINN

Catherine A. Magnan
My Commission Expires
January 29, 2012

H

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

Paul Bujold

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

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;

APRIL 19, 1985 AND WHEREAS by deed executed the 15th 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 15th day of ^{APRIL} ~~March~~, 1985.
S.G.

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 15th day of ^{APRIL} ~~March~~, 1985.
S.G.

Walter P. Twinn
Chief Walter Patrick Twinn

Samuel G. Twinn
Samuel G. Twinn

George V. Twinn
George V. Twinn

1

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

[Handwritten signatures:]
Y...
Sam I...
Walter F Twin
G V...
Walter I...
Dellie I. Twin
Christy Twin
Jean Peterson
Catherine Twin

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

J

transfer for
1982 to 1985.

DECLARATION OF TRUST MADE THIS 16TH DAY OF APRIL,

1985.

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

Paul Bujold

Sworn before me this 12 day

of September A.D., 2011

A. Magnan

BETWEEN:

WALTER PATRICK TWINN, SAM TWIN AND
GEORGE TWIN
(hereinafter referred to collectively as the "Old Trustees")
Catherine A. Magnan
My Commission Expires
January 29, 2012

OF THE FIRST PART

AND:

WALTER PATRICK TWINN, SAM TWIN 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 19th day of December, A.D. 1983:

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: Sam 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 J. Twinn

Per: G. H. 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 19 day of December, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter P. 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.

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 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.

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 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.

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: Sam 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 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.

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 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.

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 P. 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 1st day of November, A.D. 1983.

SAWRIDGE HOLDINGS LTD.

Per: Walter Patrick Twinn

Per: George Twinn

TAB 46

1 COURT FILE NO: 1103 14112
 2 COURT: QUEEN'S BENCH OF ALBERTA
 3 JUDICIAL CENTRE: EDMONTON
 4

5 IN THE MATTER OF THE TRUSTEE ACT, R.S.A. 2000,
 6 c.T-8 as amended

7 IN THE MATTER OF THE SAWRIDGE BAND INTER VIVOS
 8 SETTLEMENT CREATED BY CHIEF WALTER PATRICK TWINN,
 9 OF THE SAWRIDGE INDIAN BAND, NO. 19, now known as
 10 SAWRIDGE FIRST NATION, ON APRIL 15, 1985
 (The "1985 SAWRIDGE TRUST")

11 APPLICANTS: ROLAND TWINN, CATHERINE TWINN, WALTER
 12 FELIX TWIN, BERTHA L'HIRONDELLE and
 13 CLARA MIDBO, as TRUSTEES FOR THE 1985
 14 SAWRIDGE TRUST

15
 16 QUESTIONING ON AFFIDAVIT
 17 OF
 18 PAUL BUJOLD

20 Ms. D.C.E. Bonora For the Applicants
 21 Ms. J.L. Hutchison For the Public Trustee
 22
 23 Susan Stelter Court Reporter
 24

25 Edmonton, Alberta
 26 27 & 28 May, 2014
 27

1 A It has always been 454.

2 Q Okay.

3 A So maybe at some time in the distant past 19 was the
4 number that was assigned by the federal government, but
5 it hasn't shown up anywhere else, and the Chief and
6 Council of the band have told me that they don't know
7 where that number comes from.

8 Q So as far as you know it is Sawridge Indian Band No.
9 454?

10 A That is right.

11 Q Okay. Thank you. Mr. Bujold, going to your Affidavit
12 sworn on August 30th of 2011, if you have a copy of
13 that available?

14 A M-hm.

15 Q I see in that Affidavit, and I am looking particularly
16 at paragraphs 3 through 5, you have attached deeds of
17 settlement for the 1982 Trust, the 1985 Trust, and the
18 1986 Trust?

19 A That is right.

20 Q I am assuming based on the time that you started with
21 the Trust you didn't have any direct or personal
22 involvement with the Trust being established?

23 A None.

24 Q Okay. So anything that you know about the
25 establishment of the Trust is from your review of
26 documentation or talking to other individuals connected
27 with Sawridge or the Sawridge Trusts?

1 A That is correct.

2 (Discussion off the record.)

3 Q MS. HUTCHISON: Mr. Bujold, just looking at the
4 1982 Trust to begin with, can you help me a bit with, I
5 am just looking at the names of the trustees in the
6 first 1982 Trust. Walter Patrick Twinn, Walter Felix
7 Twin, and George Twin?

8 A Right.

9 Q Do you know what the relationship was between those
10 three individuals? Were they brothers, cousins?

11 A Well, Walter Patrick Twinn is a cousin to Walter Felix
12 Twin.

13 Q Okay.

14 A And a brother to George Twin.

15 Q Okay. And is it your understanding that at the time
16 the 1982 Trust was created Walter Patrick Twinn, Walter
17 Felix Twin, and George Twin were the only members of
18 Chief and Council for Sawridge First Nation?

19 A Yes.

20 Q Okay. And then when we turn to Exhibit D which is the
21 1985 Trust, am I correct in understanding that Walter
22 Patrick Twinn, George V. Twin, and Samuel G. Twin were
23 the councillors of Sawridge First Nation in 1985?

24 A That is right.

25 Q Okay. And what was the relationship as far as you know
26 between Walter Patrick Twinn and Samuel G. Twin?

27 A They were brothers as well.

1 constitution, referring you to Section 17.7 and the
2 Governance Act referring to part 2. There would be no
3 other answer that we could provide you.

4 MS. HUTCHISON: Thank you for that clarification.

5 Q MS. HUTCHISON: Do you accept the answer of your
6 counsel on that, Mr. Bujold?

7 A Yes, I do.

8 Q Thank you. Mr. Bujold, if you have got your September
9 12th, 2011 Affidavit handy. And I am looking at
10 paragraph 7, 8, and 9. I'll just give you a second to
11 take a quick look at those paragraphs.

12 A M-hm.

13 Q I take it from those paragraphs, Mr. Bujold, that you
14 actually spoke to Ron Ewoniak before you swore this
15 Affidavit?

16 A Yes, I did.

17 Q Just help me understand. Mr. Ewoniak, is he completely
18 retired or sort of does an engagement partner at
19 Deloitte mean he is still available to respond to
20 inquiries and do some work?

21 A As far as I understand he is completely retired.

22 Q Okay. So he was speaking to you really on a personal
23 basis, I guess?

24 A Yes.

25 Q He is not with Deloitte anymore?

26 A No.

27 Q But I take it that he had a recollection of

1 establishing the Trust or being involved in
2 establishing the Trust?

3 A Yes.

4 Q And what is your understanding of what role Mr. Ewoniak
5 played in creation of the 1982 and 1985 and '86 Trust?

6 A I am not sure about the '82 Trust. My understanding is
7 that for the '85 and '86 Trust he was the Deloitte
8 partner who was providing accounting advice to the
9 trustees.

10 Q Okay. And did you inquire with Mr. Ewoniak as to
11 whether or not his files from that time period were
12 still in existence?

13 A Yes, I did. And he did provide some documentation, but
14 most of it he referred us to Deloitte.

15 Q Okay. And were you able to find out from Deloitte
16 whether or not those files still exist?

17 A What we found out was --

18 MS. BONORA: Sorry, so which files are you
19 particularly talking about? The files in relation to
20 the creation of the Trust? Is that what you are asking
21 about?

22 MS. HUTCHISON: That is what we are talking about
23 at the moment, yes.

24 MS. BONORA: Okay.

25 A The files that Deloitte held had been -- weren't the
26 complete accounting files. So they were sort of the
27 remnant of the basic information.

1 Q MS. HUTCHISON: Okay.

2 A And so we were able to get copies for our files, some
3 of which has been provided here.

4 Q Okay.

5 A Of the information that we have. And that was the only
6 information they had available.

7 Q So I will just go a bit broader. Now you spoke to
8 Mr. Ewoniak about the creation of the '85 and '86
9 Trust?

10 A Yes.

11 Q It appears from paragraph 7, 8, and 9 that he had some
12 knowledge of the individuals that had held property in
13 trust before it was transferred?

14 A Yes.

15 Q To the '82 Trust?

16 A That is correct.

17 Q Was he involved in setting that up as well, or?

18 A My understanding was that he was involved as the
19 Deloitte partner assigned to this client. So he did
20 have some knowledge of the entire financial process of
21 the Trusts.

22 Q Okay.

23 A And the holding companies related to them.

24 Q Okay. So I understand your counsel has provided some
25 documentation around or relating to the transfer of
26 assets from the '82 Trust to the '85 Trust. It is not
27 clear to me at this point, though, that we have gotten

1 everything. I'm going to put a few undertakings on the
2 record.

3 MS. BONORA: Maybe just go off the record for
4 now.

5 MS. HUTCHISON: Sure.

6 (Discussion off the Record.)

7 Q MS. HUTCHISON: So, Mr. Bujold, we have had a chat
8 off the record, counsel has had a chat off the record
9 about some of the efforts that have been made to locate
10 documentation around the assets that were transferred
11 from individuals to the 1982 Trust and then ultimately
12 transferred from the 1982 Trust to the 1985 Trust. So
13 I am just going to go through a little bit of that with
14 you. Your counsel may want to assist, and I have no
15 objection to her doing that, by explaining some of the
16 efforts that have been made, and then we will deal with
17 a few undertakings.

18 In general, what efforts have you made to try and
19 locate documentation to demonstrate what assets were
20 held by individuals prior to the creation of the 1982
21 Trust, and that were then transferred into the 1982
22 Trust? What have you done to locate that
23 documentation?

24 A We tried to contact everyone who was still alive who
25 had knowledge of the financial dealings of the Trusts
26 at the time.

27 Q And who would that include?

1 he has no records.

2 UNDERTAKING NO. 14: (REFUSED)

3 RE PROVIDE COPIES OF ANY DOCUMENTATION
4 SENT ATTEMPTING TO SEEK INFORMATION FROM
5 DAVID JONES.

6 UNDERTAKING NO. 15:

7 RE CONTACT MR. JONES AND ADVISE WHETHER
8 OR NOT HE HAS ACCESS TO DOCUMENTS THAT
9 RELATE TO THE ASSETS HELD BY INDIVIDUALS
10 THAT WERE ULTIMATELY TRANSFERRED TO THE
11 1982 TRUST, OR THE ASSETS THAT WERE THEN
12 TRANSFERRED FROM THE 1982 TRUST TO THE
13 1985 TRUST.

14 Q MS. HUTCHISON: On the efforts to contact David
15 Jones, do you have any different information than what
16 your counsel has just given?

17 A No, no.

18 Q Okay, thank you. In your discussions with Deloitte or
19 Mr. Ewoniak, did you make inquiries or requests for
20 financial statements or other forms of financial
21 reporting that they might have prepared in 1982 through
22 1986 that might give some information about the assets
23 and what was transferred?

24 A Yes.

25 Q And did they have those?

26 A What they had were the, for the most part, they had T3s
27 that were filed on behalf of the Trusts for income tax

1 purposes, they had the financial statements that were
2 used to prepare those tax returns, and that was all.

3 Q Okay.

4 A And we got copies of all of those documents and you
5 have been provided with most of those.

6 Q So we have received most of them, Mr. Bujold. What
7 have we not received?

8 A I am not sure.

9 MS. BONORA: So I think that that is a question
10 that involves giving legal advice. We provided
11 documents that showed anything in relation to the
12 transfer of assets. If it didn't show anything in
13 relation to the transfer of assets we haven't provided
14 it because we did not deem it relevant. So we have
15 provided the relevant documents in relation to the
16 transfer of assets.

17 MS. HUTCHISON: So because we do need to get these
18 documents into evidence, Ms. Bonora, I'm going to ask
19 for the undertaking to provide us with copies of any of
20 the documentation that you have located that is not in
21 the original Affidavit that relates to what assets were
22 originally held by the individuals pre 1982 in trust,
23 what assets were then transferred into the 1982 Trust,
24 and what assets were then transferred from the 1982
25 Trust to the 1985 Trust. And just to be clear, I
26 understand that you sent me an email with some pdf's
27 late Friday. I need those to be provided in some

1 format that we can get it in front of a court. So if
2 you can send that as an answer to undertaking that
3 would be super.

4 MS. BONORA: How about if we mark them today?
5 That way I don't have to provide them in an undertaking
6 later. We have them, they can be marked as a group,
7 and --

8 MS. HUTCHISON: Let's go off for a second.

9 (Discussion off the Record.)

10 (Questioning adjourned.)

11 (Questioning resumed.)

12 Q MS. HUTCHISON: Mr. Bujold, still looking at your
13 September 12th, 2011 Affidavit.

14 MS. BONORA: I am going to put on we will
15 produce by way of undertaking the documents that we
16 have with respect to the transfer of the assets from
17 individuals into the 1982 Trust and then from the 1982
18 Trust to the 1985 Trust, and those are the documents
19 that we provided you last Friday, May 23rd, and the
20 additional financial statements that we provided you
21 this morning. But we will provide those by way of
22 undertaking to you.

23 MS. HUTCHISON: That is super, Ms. Bonora, and
24 obviously if any other documents are located between
25 now and the time you send those answers to me if you
26 could include those in the answer to undertaking, that
27 would be super.

1 MS. BONORA: Of course.

2 UNDERTAKING NO. 16:

3 RE PRODUCE DOCUMENTS WITH RESPECT TO THE
4 TRANSFER OF THE ASSETS FROM INDIVIDUALS
5 INTO THE 1982 TRUST AND THEN FROM THE
6 1982 TRUST TO THE 1985 TRUST, AND THE
7 ADDITIONAL FINANCIAL STATEMENTS.

8 Q MS. HUTCHISON: Looking at your September 12th,
9 2011 Affidavit, paragraph 7, 8, and 9, do you
10 personally have any understanding of what assets
11 specifically were being held by Chief Walter Twinn,
12 George Twin, Walter Felix Twin, Samuel Gilbert Twin,
13 and Dave Fennell by 1982? And I am really looking
14 specifically at your wording where you say they held a
15 number of assets in trust for the Sawridge First
16 Nation. I know that we have got the list in the
17 exhibits to your Affidavit. Do you have any
18 information other than what is set out in the documents
19 that are attached as exhibits to your Affidavit?

20 A No.

21 Q Okay. Have you had an opportunity to speak to Walter
22 Felix Twin about whether he recalls any specific assets
23 that were being held by individuals in trust for the
24 Sawridge Band other than the ones that are listed in
25 Exhibit D of your Affidavit?

26 MS. BONORA: I think that we would only answer
27 that question in relation to assets that were

1 transferred into the Trust. We couldn't possibly go
2 through and give you a history of assets that were held
3 by individuals by the First Nation because those are
4 entirely irrelevant, except for those assets that were
5 transferred into the Trust, because there may well have
6 been lots of assets held by individuals in the Sawridge
7 First Nation in terms of how they ran their assets. So
8 the only relevant assets would be those that were
9 transferred into the 1982 Trust, and then ultimately
10 into the '85 Trust.

11 Q MS. HUTCHISON: I am sorry, Mr. Bujold, just so
12 that I am clear. So you have indicated in paragraph 8
13 of your Affidavit that Mr. Ewoniak explained to you or
14 advised you that at some time in the early 1970s
15 individuals were starting to hold property in trust for
16 Sawridge First Nation because of a concern about
17 whether the nation had statutory ownership power?

18 A Yes.

19 Q Do you have any information to indicate that the assets
20 that individuals were holding between the early 1970s
21 and 1982, that some of those assets were not ultimately
22 transferred into the 1982 Trust?

23 A From the records that we have got my understanding is
24 that all of the assets that were held by individuals
25 for the '82 Trust eventually ended up in the '82 Trust.
26 And those assets were then transferred in full to the
27 '85 Trust.

1 Q Okay. And I am not sure -- so were there other assets
2 individuals were holding in trust that were transferred
3 into the '86 Trust?

4 A No, because the arrangement was different by then. The
5 question of whether or not the First Nation could own
6 -- or whether or not the First Nation had the right to
7 own assets was cleared up by 1985.

8 Q Okay.

9 A And the 1986 Trust was created a year after the 1985
10 Trust was created. And so by that time the ownership
11 issue had been cleared up.

12 Q Okay.

13 A Between Indian Affairs and the First Nation.

14 Q I'm going to get you to look at paragraph 22 of your
15 Affidavit.

16 A Yes.

17 Q And this might actually help. I was trying to
18 understand something in your Affidavit. So in that
19 paragraph you give us your understanding or belief
20 about the transfer from the '82 Trust to the '85 Trust?

21 A Yes.

22 Q I am looking at the last sentence, though, it states,
23 "Further there was additional property transferred into
24 the 1985 Trust by the Sawridge First Nation or
25 individuals holding property in trust for the nation
26 and its members."

27 A Yes.

1 Q So were you intending to say there that pre 1982
2 individuals were holding certain assets in trust, and
3 at the time that the '82 Trust was created some but not
4 all of those assets were transferred into the '82
5 Trust, and then at a later date some further assets
6 held by individuals were transferred directly into the
7 '85 Trust?

8 A I will try and explain my understanding.

9 Q Sure, that would be super.

10 A So the assets -- initially the assets were owned by the
11 First Nation, although there was a question of whether
12 they had the authority to own those assets.

13 Q Yes.

14 A So they were assigned to individuals to be held in
15 trust.

16 Q Yes.

17 A Sometime prior to 1982 there was a decision made to set
18 some of those assets that were being held by
19 individuals in trust for the First Nation into, they
20 were to be put into or settled into a trust. And it
21 was a First Nations trust. So the 1982 Trust was a
22 First Nations trust.

23 Q Yes.

24 A So I don't know if there were other assets that were
25 being held that continued to operate after the creation
26 of the 1982 Trust, but those assets that the Chief and
27 Council decided to settle into the 1982 Trusts were all

1 settled into -- you know, they were held by individuals
2 and all of the assets that they decided to put into the
3 Trust were put into the Trust in '82.

4 Then the '82 Trust, and as part of the undertaking
5 you will see in the explanation, the '82 Trust created
6 a holding company.

7 Q Yes.

8 A And that holding company actually acted on the asset,
9 but the Trust also held shares that weren't part of the
10 holding company. So there were two sets of assets.
11 Those held by the holding company, and those held by
12 the Trust. This is the '82 Trust.

13 Q Okay.

14 A And so all of those assets were transferred to the '85
15 Trust, it is just that they had to be transferred in
16 two separate moves. The holding company assets were
17 transferred in one move and then the non-holding
18 company assets were transferred in a second move.

19 Our understanding from the records is that in order
20 to effect that transfer the '82 Trust transferred the
21 assets in the '82 Trust to the trustees, and then the
22 trustees transferred these assets into the '85 Trust.

23 The holding company was, by resolution, the
24 trustees decided to move all of the assets from the
25 holding company -- actually they moved the whole
26 holding company into the '85 Trust. So there is those
27 two movements going on. But all of the assets that

1 were held by the '82 Trust, and that includes those
2 that weren't part of the holding company and those that
3 were part of the holding company, moved into the '85
4 Trust.

5 Q Okay.

6 A As far as we can determine from the records that we
7 have.

8 Q Okay. So in paragraph 22 of your September 12th, 2011
9 Affidavit when you say that there was additional
10 property transferred into the 1985 Trust by Sawridge
11 First Nation or individuals holding property in trust
12 for the nation and its members?

13 A Right.

14 Q When you are talking about individuals holding property
15 in trust for the nation and its members, if I am
16 understanding you you are not referring to individuals
17 that had been set up to hold assets in trust pre 1982?

18 A No.

19 Q Okay.

20 A So these are -- this is the holding company -- or this
21 is the differential --

22 Q The non-holding company assets?

23 A The non-holding company assets. So the non-holding
24 company assets were held by the Trust, and then in
25 order to move them from the Trust, '82 Trust to the '85
26 Trust, they were transferred to individual trustees,
27 and then the individual trustees moved or settled them

1 into the '85 Trust.

2 Q Okay. Thank you. I was finding that a bit confusing.

3 A It is very confusing for us as well, so.

4 Q Okay, thank you. And just so that I am clear on this,
5 going back to paragraph 7, 8, and 9?

6 MS. BONORA: Can we just go off the record for a
7 second, just so that there is a clear picture.

8 (Discussion off the Record.)

9 Q MS. HUTCHISON: We had a useful discussion off the
10 record. Thank you, Ms. Bonora.

11 So my understanding is that the transfer from the
12 '82 Trust to the '85 Trust, we can probably talk about
13 it as being three components. The holdco transfer?

14 A Yes.

15 Q The non-holdco asset transfer?

16 A Yes.

17 Q And then there was a third element that we hadn't
18 discussed until we went off the record, where there was
19 a transfer of a debenture?

20 A Yes.

21 Q From the '82 Trust to the '85 Trust?

22 A There was a debenture held by the First Nation
23 separately, and it was a debenture for the construction
24 of the Slave Lake Hotel and the development of that
25 property. And so that debenture was held by the First
26 Nation itself, and it decided to transfer that
27 debenture to the '85 -- it wasn't part of the '82

1 Trust, but it was added to the 1985 Trust.

2 Q I see. So the '85 Trust ultimately ended up holding
3 more assets actually than the '82 Trust?

4 A Yes, that is right.

5 Q Okay.

6 MS. BONORA: Sorry, if we just go off the
7 record.

8 (Discussion off the Record.)

9 Q MS. HUTCHISON: Mr. Bujold, we are showing you a
10 copy of what we have called the debenture?

11 A Yes.

12 Q Are you familiar with that document?

13 A I am, yes.

14 MS. HUTCHISON: So I wonder if we could mark that
15 as Exhibit 1.

16 EXHIBIT NO. 1:
17 DEMAND DEBENTURE OF SAWRIDGE ENTERPRISES
18 LTD.

19 Q MS. HUTCHISON: Mr. Bujold, I am just showing you a
20 band council resolution dated April 15th, 1985. Is
21 that document familiar to you?

22 A Yes.

23 Q And so if we could mark that as Exhibit 2.

24 EXHIBIT NO. 2:
25 BAND COUNCIL RESOLUTION DATED APRIL 15,
26 1985.

27 Q MS. HUTCHISON: And just by way of clarification,

1 taking a look at this document on its face, it appears
2 that the debenture was being held in trust by Walter
3 Patrick Twinn as an individual as opposed to by the
4 First Nation?

5 A Yes.

6 Q And then that debenture was transferred into the 1985
7 Trust?

8 A Right. So the assets that were -- because of this
9 ownership issue, the assets, even those held by the
10 First Nation and not by the Trust, were still held by a
11 trustee. And in this case it was the Chief.

12 Q Understood. So Walter Patrick Twinn was holding the
13 debenture in trust for the band?

14 A That is right.

15 Q And that is what you were referring to?

16 A That is what I was referring to with the First Nations.
17 So it is the First Nation that was doing the transfer
18 because the BCR shows all of the Chief and Council
19 agreed to it.

20 Q Just going back to this time period when there were
21 individuals holding assets in trust, and then up to and
22 including the creation of the 1982 Trust, I just want
23 to be sure that I am understanding. It sounds as
24 though at least at this point in time Sawridge Trust
25 doesn't know or hasn't really -- does not know if there
26 were other assets that individuals were holding in
27 trust in that time period that didn't ultimately roll

1 into the 1982 Trust? You just know that --

2 A We are not aware of any assets that aren't part of the
3 Trust.

4 Q Okay.

5 A So -- and we haven't made any attempts to determine if
6 there were other assets because they are not relevant
7 to us. So we have traced the assets that ended up in
8 the 1985 Trust back to the '82 Trust.

9 Q Right.

10 A And from the '82 Trust to the First Nation, or to the
11 trustees appointed by the First Nation to hold those
12 assets in trust, or by the Trust -- the 1982 Trust to
13 hold those assets in trust for various reasons. So
14 that is the only part that we have traced. So we
15 haven't traced anything outside of the creation of the
16 Trust or the settlement of the Trust.

17 Q So I guess what I am trying to get a sense of,
18 Mr. Bujold, and it may just be that I haven't tracked
19 it down in the documents, but if we take a look at --
20 let's first look at Exhibit B of your September 12th,
21 2011 Affidavit?

22 A M-hm.

23 Q And Exhibit A, of course, is the 1982 Declaration of
24 Trust.

25 A Yes.

26 Q So both of those documents refer to certain assets
27 being put in to the Trust?

1 A Yes.

2 Q And I am looking right now at the meeting of the
3 trustees and settlers of the Sawridge Band Trust, June
4 1982. Have you located a document that lists
5 specifically what the certain assets were intended to
6 be, or is it that you tracked back to figure out what
7 was actually in the 1982 Trust?

8 A Yeah, in Attachment D.

9 Q So Exhibit D, this is the 1983 agreement?

10 A So the 1983 agreement, which is a restatement of the
11 '82 agreement basically, does have a list of assets.
12 And we have tried, you know, using this list, this is
13 the assets that were held in trust and were held by the
14 Trust and were part of the holding company. So part of
15 this list of assets -- or this list of assets that is
16 here is what we understand was transferred in.

17 Q Okay.

18 A But --

19 Q I am sorry, I'm going to interrupt to sort of break up
20 my questions a bit. So you are telling me that the
21 assets that are listed in Exhibit D --

22 A Right.

23 Q -- you have been able to determine that those assets,
24 they all went in to the '82 Trust?

25 A Yes.

26 Q And all of them ultimately went into the '85 Trust?

27 A The '85 Trust.

1 Q Have you been able to determine if the list attached to
2 the 1983 document, Exhibit D, was the certain assets
3 that were being contemplated by the 1982 resolution
4 that is attached as Exhibit B, or is it more that you
5 have --

6 A We have assumed.

7 Q You have assumed, okay. So we don't have something
8 nice and neat like an attachment that gives us a list
9 of assets in '82?

10 A No. The other part of the difficulty that we have got
11 is with a lot of these trust deeds we don't have the
12 originals. So we don't -- in some cases there may have
13 been attachments that we --

14 Q Don't have?

15 A -- don't have. And we have got copies of copies of
16 copies for the most part of all of our documents.

17 Q Okay. That helps me. I was trying to just understand
18 that.

19 So have you had an opportunity to talk to Walter
20 Felix Twin about whether he was aware of any assets
21 that were intended to be transferred into the 1982
22 Trust, and that is the resolution that we are looking
23 at at Exhibit B, that are not listed in Exhibit D of
24 your September 12th, 2011 Affidavit?

25 A The trustees and Walter Felix was part of that process
26 of determining when we started trying to collect the
27 information. To his recollection at the time, as I

1 recall, he didn't point out that there were any other
2 assets. But we didn't ask him specifically if there
3 were, but he didn't say, you know, there were other
4 assets that were also included in this because all that
5 we were looking at was tracing what was in the '82
6 Trust and what ended up in the '85 Trust.

7 Q Understood. You didn't go back to what existed just
8 before the '82 Trust was created, and whether or not we
9 have got something that tells us what exactly was
10 intended in this document when it says settled certain
11 assets?

12 A No, we don't know what the certain assets are, for
13 sure.

14 Q Is Walter well enough to discuss any of this at the
15 moment?

16 A Probably not.

17 Q Okay.

18 A No, he is probably not in very good frame of mind to be
19 able to discuss this.

20 Q Sorry, is it health related?

21 A Yes, he is sort of starting to lose memory.

22 Q Okay. Had you, prior to Walter Felix's health issues,
23 had he been asked to check his own records?

24 A Yes.

25 Q He has. And he found nothing around those issues?

26 A No. All of the trustees were asked to provide all of
27 the records or copies of all of the records that they

1 Trust we would like a copy.

2 MS. BONORA: We are going to ask for a
3 comprehensive request about any documents they have.

4 MS. HUTCHISON: Great.

5 MS. BONORA: I'm not going to give any more
6 specific undertakings than our general request for them
7 if they have any documents.

8 MS. HUTCHISON: As long as you and I are on the
9 same page about what is relevant. That is what I am
10 looking for.

11 Q MS. HUTCHISON: Do you recall if you made a
12 specific request of Mr. Ewoniak or Deloitte for whether
13 or not there was a schedule or a list of assets that
14 was attached to either Exhibit D or Exhibit A of your
15 September 12th, 2012 Affidavit?

16 A Yes. While we were tracing we asked everybody that we
17 could ask if they had any documents relating to the
18 transfer of assets from '82 to '85.

19 Q Right.

20 A So yes, we asked everybody if they had. That was as a
21 matter of course. So the companies were asked,
22 Deloitte's was asked, any of the law firms that we were
23 in contact with were asked as well, and the trustees
24 were asked. So everybody was asked.

25 Q I appreciate, Mr. Bujold, that they have been asked
26 about the transfer from '82 to '85. What I am also
27 really looking for here is the transfer from pre 1982

1 into 1982. So that is what we are talking about here
2 with Exhibit B and Exhibit A. Have those requests been
3 made?

4 A No, because of what we -- the way that the request was
5 formatted was do you have any documents related to any
6 of the Sawridge Trusts. So that was the '82 Trust, the
7 '85 Trust, and the '86 Trust. Do you have any
8 documents relating to any transactions done by any of
9 these three Trusts. And at the time I think that we
10 thought that there were four Trusts because we thought
11 '83 was actually a separate trust, but it turned out
12 that it was just an extension of the '82. So we did
13 ask in that format. So we have never asked for
14 information about what the First Nation held before,
15 and that has always been a very sensitive subject in
16 any case.

17 Q So what I am interested in, Mr. Bujold, is an
18 undertaking to locate, and we have talked about many of
19 the sources of information, so I will let you and your
20 counsel discuss what sources that you have got, but to
21 locate and provide any documentation you may have that
22 would assist us in determining what certain assets were
23 to be settled into the 1982 Trust as that term, certain
24 assets, is being used in Exhibit B and in terms of the
25 intention of the settlement in Exhibit A, the 1982
26 Trust.

27 MS. BONORA: I think that actually that inquiry

1 sources that we have already discussed to find out if
2 they have any documentation or information that would
3 assist us in understanding what specific assets were
4 intended to be settled as the certain assets referred
5 to in Exhibit B, and what specific assets were intended
6 to be included in the Declaration of Trust that we see
7 at Exhibit A. So whether it is schedules, a list,
8 someone's recollection, we are trying to determine
9 which of the pre '82 assets, I will call them, were
10 intended to be transferred into the 1982 Trust vehicle.
11 Is that making sense?

12 MS. BONORA: I'm having some trouble with
13 intention. The idea that they were -- the assets were
14 to be transferred, because even if there was an
15 intention, if they actually weren't transferred it had
16 to actually be formulated. They might have talked
17 about having an intention. It had to be formulated
18 into a transfer, right.

19 MS. HUTCHISON: I am trying to determine what -- I
20 think can we leave it on the record as that
21 undertaking, Ms. Bonora, and we will go from there. I
22 am looking -- I think that --

23 MS. BONORA: I will take that undertaking under
24 advisement.

25 MS. HUTCHISON: Super.

26 UNDERTAKING NO. 17: (UNDER ADVISEMENT)
27 RE INQUIRE OF THE VARIOUS INDIVIDUALS

1 AND SOURCES PREVIOUSLY DISCUSSED TO
2 DETERMINE IF THEY HAVE ANY DOCUMENTATION
3 OR INFORMATION THAT WOULD ASSIST IN
4 UNDERSTANDING WHAT SPECIFIC ASSETS WERE
5 INTENDED TO BE SETTLED AS THE CERTAIN
6 ASSETS REFERRED TO IN EXHIBIT B, AND
7 WHAT SPECIFIC ASSETS WERE INTENDED TO BE
8 INCLUDED IN THE DECLARATION OF TRUST AT
9 EXHIBIT A.

10 (Questioning adjourned 12:00 p.m.)

11 (Questioning resumed 1:30 p.m.)

12 Q MS. HUTCHISON: Mr. Bujold, you acknowledge that
13 you are still under oath?

14 A Yes.

15 Q So going back, Mr. Bujold, to paragraph 7, 8, 9 and 10
16 of your September 12th, 2011 Affidavit, what I am sort
17 of focusing on there is that if I understand what you
18 are saying your belief is that, and I apologize,
19 actually looking at paragraph 22, so you indicate that
20 your belief is that all of the assets from the 1982
21 Trust were actually transferred over to the 1985 Trust?

22 A Yes.

23 Q Now so I understand the basis of your understanding of
24 that, it is from talking to Ron Ewoniak, talking to the
25 trustees, looking at the documents that your counsel
26 has provided informally to me today and we are getting
27 by way of undertaking. What else was forming it to

1 your understanding?

2 A It is primarily in connection with the documents,
3 because people's recollection, like even talking to Ron
4 Ewoniak he couldn't identify this asset was
5 transferred. I mean he may have sort of a general
6 recollection about, you know, these property assets, or
7 this share or whatever, but it is primarily the
8 Deloitte's financial statements and the T3s that gave
9 us any lead as to what the transfer is that took place.
10 And then the '83 Trust document that sort of lists some
11 of the assets. But that is the sort of -- that is the
12 closest connection that we can make, given the
13 documentation that is available to us.

14 Q Okay. So there is nothing that we haven't discussed
15 already today, at least, that you are relying on when
16 you say that you believe that all of the '82 Trust
17 property was transferred into the '85 Trust?

18 A No. I mean there isn't any -- in terms of
19 documentation, and that is all that I have relied on
20 primarily is the documentation, there isn't any other
21 document that has led me to believe that there is any
22 outstanding asset that wasn't transferred from the '82
23 to the '85 Trust.

24 Q Okay. Now looking at paragraph 24 of your Affidavit
25 you are talking about, you say the transfers were done
26 but the documentation is not currently available.

27 At the time that you swore the Affidavit were there

1 other avenues that you were trying to explore to get
2 documentation? Is that what you were intending to
3 communicate?

4 A No. What -- I don't know what we were intending to
5 communicate in terms of in the future -- because we had
6 exhausted -- we had done an exhaustive search from 2009
7 until this date. We had done an exhaustive search of
8 documents to try and collect them, and we scanned them
9 into our system. And I had gone through every single
10 document that came in.

11 Q Okay. So it wasn't, when you swore this Affidavit, it
12 wasn't that you were aware of some other potential
13 repository of documentation. It is that you are just
14 communicating that there is documentation that you
15 haven't located and may not be available?

16 A I guess what we are communicating is if there is any
17 document that would indicate otherwise, we aren't aware
18 of it, nor are we aware of if there is any hidden
19 repository of documents. We just -- we have done an
20 exhaustive search ourselves. What we have got is what
21 we have got. We don't expect to find anything else.
22 You sort of -- at the initial phase you get a whole
23 bunch of documents, and then in the end it is a trickle
24 of one document here. I mean the Deloitte stuff was at
25 the end of this process when we finally -- we finally
26 felt that we had exhausted all search possibilities.

27 Q Okay. So just on that, on what you had done in terms

1 of searching, had any inquiries been made to Canada
2 Revenue Agency, CRA, to see if they had documentation
3 through their archives or their records that would be
4 of assistance?

5 A No, because we had the T3s from Deloitte's and we had
6 some correspondence, some early correspondence between
7 Canada Revenue Agency and First Nation about assets and
8 Indian Affairs. So there was sort of three, you know,
9 three-party communication going on about these assets
10 and the transfers out of the First Nation capital
11 revenue account into these Trusts and into assets. So
12 we had that and we still do have those documents. Then
13 we had Deloitte's. So we didn't think that Canada
14 Revenue Agency would have any more than the T3s because
15 that is what was filed officially, along with the
16 financial statement.

17 Q I take it you did make inquiries with the Department of
18 Indian Affairs or INAC to see if they had any
19 documentation relevant to the assets of the band pre
20 '82, and then --

21 A No, we didn't. And again, we had correspondence
22 between the First Nation and Indian Affairs, whatever
23 it was called at that time. And it was about the
24 transfer of money out of capital revenue into various
25 assets, primarily the assets that were related to the
26 Trust. So the Slave Lake Hotel -- the building of the
27 Slave Lake Hotel, there was a lot of correspondence

- 1 A Yes.
- 2 Q Were they the only accountant that the Trust were using
3 from --
- 4 A No. Well, they were the only accounting company that
5 was used. The First Nation and the Trust and the
6 companies used various bookkeepers, internal
7 bookkeepers. So there was a lot of internal
8 bookkeeping documents that we were able to access
9 through the companies.
- 10 Q Anything that related to, so I am going to say from pre
11 '82 transfer to --
- 12 A Nothing.
- 13 Q Nothing?
- 14 A Nothing from pre '82 to '82. Nothing really from '82
15 to '85. A little bit -- it sort of was a trickle at
16 the beginning because the companies didn't really
17 function as organized entities until the late '80s,
18 early '90s. So that is about when the accounting
19 records, the company records start showing up, is late
20 '80s, about '88 to '92 you start seeing sort of a
21 growing number of records. But they weren't -- even
22 then, they weren't complete. The companies hadn't --
23 like some of the documents had been stored, because the
24 First Nation was doing the accounting for the Trusts
25 and the companies, as well as their own accounting. So
26 we had -- they provided what they had left.
- 27 Q Okay.

1 obviously if they have no documentation that is my
2 answer. But my understanding is at this point we don't
3 know. So I would ask you to inquire of those two
4 entities.

5 A With CRA and Indian Affairs?

6 Q And Department of Indian Affairs, yes. That would
7 include obviously the regional office, but I think that
8 you have to make the request through Ottawa. So I will
9 leave that with your counsel.

10 MS. BONORA: So I mean obviously CRA is only
11 going to have filings, right, so we are going to make
12 inquiries with respect to filings they may have with
13 respect to the 1982 Trust and the 1985 Trust; is that
14 correct? I just need to understand the undertaking,
15 and what time period you are looking for, because there
16 would have been filings for the '82 Trust and the --
17 the '82 Trust up to 1985 and then the 1985 Trust up to
18 the present. So I don't know what time period you want
19 us to ask for filings from the CRA.

20 MS. HUTCHISON: Well, certainly the time period --
21 any time period for the '85 Trust that is going to give
22 us insight into the transfer from the 1982 Trust to the
23 1985 Trust. I can't say at this point in time if that
24 is only '85 and '86, or if there might be relevant
25 documentation beyond that date because I don't know
26 what they might have and we don't have a complete
27 record, so.

1 In relation to the transfer from the 1982 Trust
2 into the '85 Trust, so the period prior to that,
3 frankly I would say that any information that is going
4 to give us insight into what assets are being held by
5 individuals in trust for the band that were intended to
6 form part of the 1982 Trust is potentially relevant.

7 MS. BONORA: I won't give the undertaking to
8 inquire of the CRA with respect to intentions.

9 MS. HUTCHISON: No, Ms. Bonora, that is not my
10 point. And I'm not asking you to inquire of the CRA
11 with respect to intentions. I am asking you to inquire
12 of them with respect to documentation that may assist
13 us into determining what assets existed prior to the
14 creation of the 1982 Trust, and were to be transferred
15 -- we have nothing in front of us right now that
16 definitively tells us what the certain assets that were
17 to form part of the 1982 Trust were.

18 Mr. Bujold has been very frank with me that he is
19 assuming the list for the 1983 transfer was the whole
20 list of assets that were being contemplated in 1982,
21 but we don't know that. So there is, frankly, at the
22 moment a complete lack of information about the
23 specifics of the assets that were being held by
24 individuals from the early 1970s until just prior to
25 the creation of the 1982 Trust.

26 So if there is documentation in possession of the
27 Department of Indian Affairs or CRA that assists us in

1 filling in that blank we would certainly take the
2 position it is relevant to your application to
3 regularize all of these transfers.

4 MS. BONORA: So what I would say to you is we
5 will not give the undertaking to determine all of the
6 assets that were being held by individuals for Sawridge
7 First Nation. That is not relevant to us, it is not
8 relevant to the Trust, and we are not regularizing the
9 transfer into the '82 Trust, only the transfer between
10 the '82 Trust and the '85 Trust. So we are not saying
11 that there is anything wrong with the transfers that
12 happened in '82. We are not asking the court to look
13 at those transfers. Just so that you understand what
14 our application is about.

15 The transfer that we think has some problems
16 because we are missing some documents -- we believe we
17 are missing documents -- is between '82 and '85. So we
18 are not asking the court to regularize anything pre '82
19 or in '82 because that transfer and those transactions
20 happened absolutely regularly.

21 In respect of CRA, they will not have documents in
22 relation to this trust prior to its first filing in
23 '83. It would have had a year-end and then filed in
24 '83. We can provide you with -- we can ask CRA for the
25 filings of these Trusts between '82 and '86, for sure
26 we will give that undertaking. There would be nothing
27 else. And so I am prepared to give that undertaking.

1 With respect to the Department of Indian Affairs,
2 we can ask them about whether they have any knowledge
3 of intention, I don't know if they will, so knowledge
4 of intention to transfer assets into the '82 Trust and
5 we can ask them about any knowledge that they have
6 about the transfers that actually occurred into the '82
7 Trust. So we will give that undertaking.

8 MS. HUTCHISON: Okay. And I will let my
9 undertaking stand on the record, and obviously you will
10 respond to the portions that you are accepting. Can we
11 go off for a second.

12 (Discussion off the Record.)

13 UNDERTAKING NO. 18:

14 RE INQUIRE OF CRA AND DEPARTMENT OF
15 INDIAN AFFAIRS TO DETERMINE IF THEY HAVE
16 DOCUMENTATION SHOWING WHAT ASSETS WERE
17 INTENDED TO BE INCLUDED WITHIN THE TRUST
18 SETTLEMENT AT EXHIBIT A, THE 1982 TRUST
19 OR DECLARATION OF TRUST, AND ANY
20 DOCUMENTATION INDICATING WHAT HAPPENED
21 WITH THE TRANSFER FROM THE 1982 TRUST TO
22 THE 1985 TRUST.

23 Q MS. HUTCHISON: Mr. Bujold, if you could just flip
24 to again your Affidavit of September 12th, 2011, and I
25 am looking at paragraph 11 which is also related to
26 Exhibit C. And I just wanted to be sure that I wasn't
27 misunderstanding something. Your Affidavit refers to a

1 court order entered June 17th, 2003, but it looks as
2 though Exhibit C is actually a 1983 document. I just
3 wanted to be sure that we were both of the same
4 understanding about that. I think that there is just a
5 typographical error in your Affidavit. I just wanted
6 to confirm.

7 A Where is the typographical?

8 Q Paragraph 11 of your Affidavit says the '82 Trust was
9 varied by court order entered on June 17th, 2003 to
10 stagger the terms. When I turn to your Exhibit C,
11 which is the court order, it says 1983. I just wanted
12 to be sure that there is not some other court order
13 that varies the Trust.

14 A Oh, oh, oh, I see. No, it is the one.

15 Q So the 1983 court order at Exhibit C is the only order
16 that you are aware of that varies the terms of the '82
17 Trust before it was wrapped up?

18 A Yes.

19 Q Okay. Thank you. Now turning to paragraph 15 and then
20 18 of your September 12th, 2011 Affidavit, Mr. Bujold.
21 The last sentence of paragraph 15 and then paragraph
22 18, I read those as your understanding to some degree
23 of the purpose of the '85 Trust?

24 A Yes.

25 Q What were you basing your understanding on, other than
26 just the text of the Trust deed itself, or the Trust
27 declaration, if anything?

1 A I was basing this on documents and conversations that I
2 have had with various individuals including the
3 trustees about the reason for the establishment of the
4 1985 Trust.

5 Q Okay. So which trustees did you discuss that with?

6 A All of them.

7 Q All of them, okay. Can you give me a bit of a summary
8 of what -- let's start with Catherine Twinn, what her
9 recollection was about the purposes or intention of the
10 Trust?

11 A What the purpose of the Trust was to provide for the
12 economic future of the members of the Sawridge First
13 Nation. That was pretty much understood by everybody.

14 Q But not Bill C-31 individuals?

15 A Well --

16 Q At that time?

17 A Right, right.

18 Q At that time, okay. So when you say the members, you
19 mean the members that existed prior to --

20 A In 1985.

21 Q -- Bill 31, okay. And anything else that Catherine
22 Twinn was able to advise you on or inform you about on
23 the background or the purposes of the Trust?

24 A Well, the concern, and I can't remember exactly where I
25 got the information, but I remember from looking at the
26 court record of the constitutional challenge on Bill
27 C-31, and some of the testimony of Walter, Chief Walter

1 Twinn at that, in the discoveries of that case, and
2 also other testimony that he had given, that there was
3 concern that there would be a huge increase in the
4 membership of the Sawridge First Nation caused by the
5 provisions of Bill C-31. And in an effort to preserve
6 the assets for those people who had stayed with the
7 First Nation that the provisions of the 1995 Trust was
8 set up.

9 Q Anything else that you recall from your discussions
10 with Catherine?

11 A No, no.

12 Q Was Bertha L'Hirondelle able to add anything to that?

13 A No, they basically all said the same thing. You know,
14 it was the concern of Chief Twinn and all of the
15 members of the First Nation at the time were that there
16 would be this huge influx as a result of Bill C-31.

17 Q Okay. So rather than go through each trustee
18 individually, was there any discussion that you had
19 with any of the other trustees that amplified that
20 understanding or added to your information that you can
21 recall?

22 A No, that was -- I mean that pretty much --

23 Q Captured it?

24 A -- captured it, yeah.

25 Q Did you prepare memorandums or summaries of your
26 discussions with the trustees on those topics?

27 A No.

1 its value is, what assets it holds. So I will leave my
2 undertaking on the record.

3 MS. BONORA: We will take it under advisement.

4 MS. HUTCHISON: Thank you.

5 UNDERTAKING NO. 39: (UNDER ADVISEMENT)
6 RE PRODUCE COPIES OF THE FINANCIAL
7 STATEMENTS FOR SAWRIDGE HOLDINGS LTD.
8 AND/OR THE SAWRIDGE GROUP OF COMPANIES
9 FROM 2011 UNTIL PRESENT DATE.

10 Q MS. HUTCHISON: So turning to paragraph 28 of your
11 September 12th, 2011 Affidavit, Mr. Bujold, what
12 research or investigation did you do to determine what
13 the cost would be? You are referring to enormous costs
14 to unravel the assets of the 1985 Trust. So what did
15 you do to determine those costs, and is it documented?

16 A Well, we had discussions with our accountant, with the
17 trust's accountant.

18 Q M-hm.

19 A About what would be required, and we have had other
20 discussions related to the 21-year rule and other taxes
21 that the Trusts have to pay. And that is on which
22 basis we came to the conclusion that it would be very
23 expensive.

24 Q And I am just trying to get an understanding here.
25 Enormous costs and very expensive could be considered
26 two different ends of the spectrum. So did you
27 actually get some sort of an estimate of costs from

1 your accountant? Was there some --

2 A I can't recall that we did get like a detailed
3 breakdown, an estimating cost. We were just told that
4 it would be very expensive with the capital gains tax
5 that we would have to pay in the transfer, the cost of
6 transferring and the taxes and the reorg, the corporate
7 reorganization that would be required as a result of
8 that would be very expensive.

9 Q I think what I will do, Mr. Bujold, is ask you to
10 review your records and to the extent that you got
11 non-privileged documentation that relates to the
12 statements in paragraph 28, if you could undertake to
13 provide me with copies, please.

14 UNDERTAKING NO. 40:

15 RE PRODUCE ANY NONPRIVILEGED

16 DOCUMENTATION RECEIVED RELATING TO THE
17 STATEMENTS IN PARAGRAPH 28 OF MR.

18 BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT.

19 Q MS. HUTCHISON: Now if I understand the situation
20 correctly, Mr. Bujold, since the transfer of assets
21 from the 1982 Trust to the 1985 Trust there have not
22 actually been any -- there has been no distribution or
23 benefit to any beneficiaries from the '85 Trust?

24 A No.

25 Q So there would be operating costs and expenses, assets
26 being sold with funds going back into the corpus of the
27 Trust, but no actual distribution of the assets?

1 whether or not the Trusts had the right to determine
2 who the beneficiaries were, given that the two trustees
3 named the beneficiaries as members of the Sawridge
4 First Nation.

5 Q Okay.

6 A So we would have to then determine who members would
7 be. And we felt that that question was beyond our
8 purview.

9 Q Okay.

10 A So then the legal obligation for determining membership
11 falls entirely within the Sawridge First Nation and not
12 with the Sawridge Trusts. And so it left us with a lot
13 of information that we couldn't do anything with,
14 because we couldn't determine membership not having
15 that as part of our legal responsibility.

16 Q Understood. Thank you for clarifying that, Mr. Bujold.

17 A Okay.

18 Q Just turning to Exhibit J of your September 12th, 2011
19 Affidavit. And if you just turn to the signature page,
20 Mr. Bujold. Have the trustees been able to locate a
21 copy of this document that has been signed by all of
22 the trustees, or is this the only one?

23 A It is the only one that we have got.

24 Q Okay. Have you been able, just looking at page 1 of
25 that document, have you been able to locate copies of
26 any minutes of the general meeting that is referred to
27 as being held on April 15th, 1985 to ratify and approve

1 the settlement of the '85 Trust?

2 MS. BONORA: Sorry, can you just tell me what
3 you are referencing?

4 Q MS. HUTCHISON: The second paragraph, "And whereas
5 the settlement was ratified and approved at a general
6 meeting of the Sawridge Indian Band held at the Band
7 office in Slave Lake, Alberta."

8 A Okay.

9 Q Have you been able to locate any minutes or documents
10 that would tell us whether there is any discussion of
11 the transfer of assets?

12 A Other than --

13 Q Sorry, I'm looking at Exhibit J?

14 A I know. The other -- the only other thing that we have
15 got is this resolution.

16 Q And that is --

17 A Exhibit I.

18 Q You are talking to the resolution attached to Exhibit
19 I. It is the last page of Exhibit I, is that right?

20 MS. BONORA: There is only one page of Exhibit
21 I.

22 Q MS. HUTCHISON: Sorry?

23 A It is just the resolution. That is the only record
24 that we have.

25 Q Okay.

26 A So I don't know if there were minutes that were taken
27 at that meeting other than this resolution.

1 Q Okay.

2 A I think that the resolution is the only document that
3 we have got on record.

4 Q Okay. Have you made any inquiries with Sawridge about
5 whether they have got other documentation that relates
6 to that April 15th, 1985 meeting?

7 A Yes.

8 Q And they have nothing?

9 A They have nothing.

10 Q Okay. Have you been able to discuss with, I'm just
11 looking at the signatories on Exhibit I, it looks like
12 we have Walter Felix Twin and Catherine Twinn, at
13 least.

14 Have you been able to find out from those two
15 individuals whether they recall if there was any
16 information presented about the assets that were
17 actually being transferred at that meeting?

18 A We never inquired.

19 Q Could I ask you to undertake to speak to them? And I
20 do understand that Walter Felix Twin may simply not be
21 able to --

22 MS. BONORA: We won't give the undertaking on
23 Walter Felix because there is a dementia issue, so.

24 MS. HUTCHISON: If you could undertake to make the
25 inquiries of Catherine Twinn about her recollection of
26 whether or not there was -- what I am looking for is
27 was there a paper trail. Was there some documentation

1 around the transfer of the 1982 Trust assets to the
2 1985 Trust at this April 15th, 1985 meeting.

3 MS. BONORA: Sorry, was there a paper trail
4 presented at this meeting? Is that what you are asking
5 for?

6 MS. HUTCHISON: Was there information or
7 documentation? I am looking for the paper trail.

8 MS. BONORA: But I am just -- you know, a paper
9 trail indicates that there is a whole bunch of
10 documents. We have presented a whole bunch of
11 documents. You are asking was their documents
12 presented at this meeting? Is that what the
13 undertaking is?

14 MS. HUTCHISON: Let's phrase the undertaking this
15 way. Could you please make inquiries with Catherine
16 Twinn about any recollection that she has of what was
17 discussed at the April 15th, 1985 meeting that the
18 Sawridge Band resolution presented at Exhibit I of this
19 Affidavit dealt with, and then specifically does she
20 recall if there was any discussion or documentation
21 presented in relation to the transfer of assets from
22 the 1982 Trust to the 1985 Trust. And also if Ms.
23 Twinn has any documentation of that particular meeting,
24 if you could undertake to make those inquiries and
25 provide anything that she has.

26 UNDERTAKING NO. 49:

27 RE INQUIRE OF CATHERINE TWINN HER

1 RECOLLECTION OF WHAT WAS DISCUSSED AT
2 THE APRIL 15TH, 1985 MEETING THAT THE
3 SAWRIDGE BAND RESOLUTION PRESENTED AT
4 EXHIBIT I OF MR. BUJOLD'S SEPTEMBER 12,
5 2011 AFFIDAVIT DEALT WITH. SPECIFICALLY
6 DOES SHE RECALL IF THERE WAS ANY
7 DISCUSSION OR DOCUMENTATION PRESENTED IN
8 RELATION TO THE TRANSFER OF ASSETS FROM
9 THE 1982 TRUST TO THE 1985 TRUST. ALSO
10 INQUIRE IF MS. TWINN HAS ANY
11 DOCUMENTATION OF THAT PARTICULAR
12 MEETING.

13 Q MS. HUTCHISON: Mr. Bujold, just looking at Exhibit
14 A of your August 30th, 2011 Affidavit. So that is the
15 1982 Declaration of Trust. And I am looking at
16 paragraph 10 of that instrument.

17 A Which one?

18 Q Paragraph 10 on page 5. So I just want to be clear in
19 some of the discussions that we have had around the
20 transfer of assets from the '82 Trust to the '85 Trust,
21 I take it that you have at this point made every
22 inquiry that you have been able to to try and locate
23 any documentation that would have been kept pursuant to
24 this paragraph?

25 A Yes.

26 Q You have, okay. And you have provided us with copies
27 of anything that in any way relates to, or you will be

1 by way of undertaking, anything that relates to the
2 transfer of the assets in the '82 Trust to the '85
3 Trust?

4 A Yes.

5 Q Okay. What is your understanding of what system did
6 the trustees have for -- there is an identical
7 paragraph to this in the '85 Trust. What system did
8 they have for keeping accounts, receipts,
9 disbursements, investments, and transactions prior to
10 you assuming the role of CEO?

11 A For the 1982 Trust all of the records were kept in the
12 band office and were administered through the band
13 office.

14 Q Okay.

15 A From 1985, so that includes both the '85 and '86
16 Trusts, until, I think until 2003, or it could be 2001,
17 the records were kept in the band office.

18 Q Okay. So some of the challenges that we talked about
19 in terms of documenting exactly what happened with the
20 transfer of assets from 1982 Trust to the 1985 Trust,
21 is it just a situation where the documents are no
22 longer -- they were perhaps in the band office at one
23 point and are no longer there, or?

24 A Yes, and I just wanted to continue. From either 2001
25 or 2003, whenever they switched over, then the
26 companies kept the Trust documents until I arrived in
27 2009. So company employees were managing the

1 transactions. Since that time I have maintained all of
2 the records.

3 Q Okay.

4 A When the records were in the band office, previous
5 year's records were kept in a storage room -- or in a
6 storage building, and I understand that there was a
7 flood or a fire that destroyed some of those documents.

8 Q Okay. Do you know what year?

9 A No, I don't. So when we started inquiring, you know,
10 the reason for not obtaining all of the documents was
11 that there had been a flood or a fire, and some of
12 these documents simply did not exist anymore. So they
13 aren't in the band office anymore and we, as far as we
14 know, have extracted out of the storage building for
15 records anything that remained, and out of the
16 companies anything that remained, and out of the
17 offices of the Trust anything that remained. So it is
18 quite possible that the band office also may not have
19 had the same records-keeping policy. So they, you
20 know, they wouldn't have realized that you need to keep
21 Trust records forever and probably used the seven-year
22 rule and also destroyed some of the records.

23 Q Okay.

24 A So some of that, you know, sort of leads to the paucity
25 of documents in the first place.

26 Q Thank you, Mr. Bujold.

27 (Questioning adjourned.)

1 (Questioning resumed.)

2 Q MS. HUTCHISON: Mr. Bujold, you acknowledge that
3 you are still under oath?

4 A Yes, I do.

5 Q I just have one last question, Mr. Bujold. Have you
6 been able to locate any minutes of trustees' meetings,
7 either for the 1982 Trust or the '85 Trust, for the
8 time period 1982 to 1986? Were there any minutes at
9 all that exist for that time period?

10 A There are some minutes, yes. I am not sure if they go
11 as far back as '82. I would have to check and see.

12 Q Have you reviewed the minutes that are available for
13 any information that would assist or relate to the
14 transfer of assets, either from individuals into the
15 '82 Trust, or from the '82 Trust into the '85 Trust, or
16 that one transfer that we are aware of from an
17 individual to the '85 Trust. Have you looked for that
18 information?

19 A No, I haven't been that filtered.

20 Q If I could ask you to undertake to just look at what is
21 available, obviously?

22 A And just from '82 to '86?

23 Q Well, you know what, let's actually just say any date
24 range where you are going to find information that may
25 assist us with the asset transfer. I mean I can't
26 speculate about whether the asset transfer might have
27 been discussed at a later date.

1 A Okay.

2 Q It seems as though '82 to '86 is our most likely date
3 range, but if there is information in the minutes after
4 that date range that relates to these asset transfers,
5 either from the individual into the Trust, or from the
6 '82 Trust into the '85 Trust?

7 A Okay.

8 Q As you are aware from our discussions that is a topic
9 of interest.

10 A Okay.

11 UNDERTAKING NO. 50:

12 RE REVIEW ANY TRUSTEE MEETING MINUTES
13 AVAILABLE RELATING TO THE TRANSFER OF
14 ASSETS FROM INDIVIDUALS INTO THE '82
15 TRUST, OR '82 TRUST INTO '85 TRUST, OR
16 THE ONE INDIVIDUAL TRANSFER TO THE '85
17 TRUST.

18 MS. HUTCHISON: And I think that that is it. Now I
19 don't think that we need to belabour this, but Ms.
20 Bonora and I have had some discussions on we may have
21 some additional questions on the documents that we
22 received sort of later in the day, and of course we may
23 have questions on your answers to undertakings, but
24 other than those two areas we are concluded in our
25 examination on your Affidavit.

26 A That is good.

27 Q Thank you.

TAB 47

UNDERTAKING NO. 15:

RE: CONTACT MR. JONES AND ADVISE WHETHER OR NOT HE HAS ACCESS TO DOCUMENTS THAT RELATE TO THE ASSETS HELD BY INDIVIDUALS THAT WERE ULTIMATELY TRANSFERRED TO THE 1982 TRUST, OR THE ASSETS THAT WERE THEN TRANSFERRED FROM THE 1982 TRUST TO THE 1985 TRUST.

Our response from David Jones is included at tab 15.

UNDERTAKING NO. 16:

RE: PRODUCE DOCUMENTS WITH RESPECT TO THE TRANSFER OF THE ASSETS FROM INDIVIDUALS INTO THE 1982 TRUST AND THEN FROM THE 1982 TRUST TO THE 1985 TRUST, AND THE ADDITIONAL FINANCIAL STATEMENTS.

See included documents at tab 16. We believe many of these documents have been sent to you.

UNDERTAKING NO. 17: (UNDER ADVISEMENT)

RE: INQUIRE OF THE VARIOUS INDIVIDUALS AND SOURCES PREVIOUSLY DISCUSSED TO DETERMINE IF THEY HAVE ANY DOCUMENTATION OR INFORMATION THAT WOULD ASSIST IN UNDERSTANDING WHAT SPECIFIC ASSETS WERE INTENDED TO BE SETTLED AS THE CERTAIN ASSETS REFERRED TO IN EXHIBIT B, AND WHAT SPECIFIC ASSETS WERE INTENDED TO BE INCLUDED IN THE DECLARATION OF TRUST AT EXHIBIT A.

We have made inquiries and there is no listing of any "intended" assets. The only assets listed are those that were settled into the Trust.

UNDERTAKING NO. 18:

RE: INQUIRE OF CRA AND DEPARTMENT OF INDIAN AFFAIRS TO DETERMINE IF THEY HAVE DOCUMENTATION SHOWING WHAT ASSETS WERE INTENDED TO BE INCLUDED WITHIN THE TRUST SETTLEMENT AT EXHIBIT A, THE 1982 TRUST OR DECLARATION OF TRUST, AND ANY DOCUMENTATION INDICATING WHAT HAPPENED WITH THE TRANSFER FROM THE 1982 TRUST TO THE 1985 TRUST.

See attached letter from Department of Indian Affairs at tab 18. We confirm that it does not appear that any information was shared with the Department of Indian affairs regarding the transfer from 1982 to 1985, nor with regards to which assets were intended to be included. We wrote to the CRA but have not yet received a response.

UNDERTAKING NO. 19: (UNDER ADVISEMENT)

RE: PRODUCE WRITTEN DOCUMENTATION THAT SUPPORTS THE UNDERSTANDING SET OUT IN PARAGRAPH 15 AND 18 OF MR. BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT.



TAX FILE

**ELECTION ON DISPOSITION OF PROPERTY BY A TAXPAYER
A TAXABLE CANADIAN CORPORATION**

Sawridge Holdings Ltd

- For the purpose of making a joint election, under subsection 85(1), by a taxpayer (transferor) and a taxable Canadian corporation (transferee) where the transferor has received shares of any class of capital stock of the transferee as consideration for all or part of any property disposed of by the transferor to the transferee.
- Subsections and paragraphs referred to in this form are subsections and paragraphs of the Income Tax Act.
- An election under subsection 85(1) may be made in respect of dispositions of capital property (other than real property or an option in respect thereof owned by a non-resident), eligible capital property, inventory (other than real property) or property referred to in subsection 59(2).
- An election under subsection 85(1) does not apply with respect to any disposition by a transferor of any of his property referred to in subsection 59(2) if the transferee has carried on any business before the disposition.
- For additional information refer to Information Circular 76-19R and Interpretation Bulletin IT-291 R.

TRANSFEROR	NAME OF TRANSFEROR (PRINT) <u>Chief Walter Patrick Twinn, Sam Twinn & George Twinn, Trustees of Sawridge Band Trust</u>	SOCIAL INSURANCE NUMBER
	ADDRESS <u>c/o Sawridge Indian Band #19, P. O. Box 326, Slave Lake, Alberta TOC 2A0</u>	DISTRICT TAXATION OFFICE <u>Edmonton</u>
	NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION <u>M. Blatt or R. Ewoniak c/o Deloitte Haskins & Sells</u>	TELEPHONE NO. <u>403-421-3611</u>
	TAXATION YEAR OF TRANSFEROR (IF A CORPORATION OR TESTAMENTARY TRUST) For the period <u>January 1</u> 19 <u>83</u> to <u>December 31</u> 19 <u>83</u>	ACCOUNT NUMBER

JOINT TRANSFEROR	NAME OF JOINT-OWNER TRANSFEROR (PRINT)	SOCIAL INSURANCE NUMBER
	ADDRESS	DISTRICT TAXATION OFFICE

TRANSFEREE	NAME OF TRANSFEREE (PRINT) <u>Sawridge Holdings Ltd.</u>	
	ADDRESS <u>c/o Sawridge Indian Band #19, P. O. Box 326, Slave Lake, Alberta TOG 2A0</u>	DISTRICT TAXATION OFFICE <u>Edmonton</u>
	TAXATION YEAR OF TRANSFEREE For the period <u>January 1</u> 19 <u>83</u> to <u>December 31</u> 19 <u>83</u>	ACCOUNT NUMBER

- The completed election forms and related schedules (if any) are to be filed as follows:
 - in duplicate by the transferor (if property transferred is held in joint ownership, each owner must file an election).
 - on or before the earlier date on which any party to the election is required to file an income tax return for the taxation year in which the transaction occurred (Due date).
 - at the transferor's District Taxation Office.
 - separate from any tax returns.
- Where this election is not filed by the due date, it shall be deemed to have been made on time if filed within three years after the due date and a penalty is paid on filing by the transferor, otherwise this election is invalid. The transferor will be assessed any late filing penalty. A description of the penalty is contained in subsection 85(8).

DESCRIPTION OF SHARES RECEIVED

(Attach schedule if space not sufficient)

Full description of each class of shares of capital stock of the transferee received by the transferor as consideration for all of the property disposed of	Number of shares of each class received by transferor
<u>Common</u>	<u>16</u>

PARTICULARS OF PROPERTY DISPOSED OF AND CONSIDERATION RECEIVED

- List, describe and state fair market value of properties disposed of. The description and fair market value of the consideration received must be shown opposite the related property disposed of. Attach schedules if space insufficient.
- The order of disposition of each depreciable and eligible capital property must be designated. Supporting schedules relative to this election need not be filed but should be retained as they may be requested for examination.
- Is the Agreed Amount based on an estimate of Fair Market Value at Valuation Day? Yes No
Supporting documentation need not be filed but should be retained.
- Are there beneficial shareholders in the transferee other than the transferor? Yes No
- Where a non-arm's length inter-corporate rollover exists, have all or substantially all of the assets disposed of been transferred to the transferee? Yes No N/A

	Date of Sale or Transfer	Property Disposed of		Consideration Received		Agreed Amount
		Description	Fair Market Value at time of disposition	Description	Fair Market Value (See "Note")	
CAPITAL PROPERTY EXCLUDING DEPRECIABLE PROPERTY	Dec. 17, 1983	Land-See Sched. A	\$ 1,176,300	See Sched. A	\$ 252,249	\$ 252,249
		Shares-See Sched. A	1,052,398		52,138	52,401
DEPRECIABLE PROPERTY	Dec. 17, 1983	See Sched. B		See Sched. B		
		Class 3	1,713,700		364,325	364,325
		6	122,000		48,365	48,365
		8	472,000		135,687	135,687
ELIGIBLE CAPITAL PROPERTY						
INVENTORY						
RESOURCE PROPERTY						
TOTAL		XXXXXXXXXXXXXXXXXXXX	4,536,398	XXXXXXXXXXXXXXXXXXXX	852,784	853,027

Note: Under "Consideration Received - Fair Market Value" enter the consideration received except for shares of capital stock of the transferee. Where paragraph 85(1) (e.2) applies the consideration received will include shares of capital stock of the transferee.

ATTACHMENTS

- Schedules, if space on form is not sufficient.
- Attach schedule of calculation of Adjusted Cost Base of partnership where property transferred is partnership interest.
- Cheque or money order payable to the Receiver General, if penalty is payable. INDICATE ON CHEQUE the name of the transferor whose account is to be credited and specify the election form number to which this remittance applies.

ELECTION AND CERTIFICATION

The above-named transferee AND transferor elect under subsection 85(1) in respect of the above-mentioned property.

WE HEREBY CERTIFY that the information given in this election, and in any documents attached, is true, correct and complete in every respect.

Signature of Transferor or Authorized Signing Officer

Signature of Authorized Officer of Transferee

SAWRIDGE HOLDINGS LTD.

&

TRUSTEES OF SAWRIDGE INDIAN BAND

SCHEDULE A

RE: T2057 WITH RESPECT TO TRANSFER OF DECEMBER 17, 1983

			<u>Consideration</u>		
	<u>FMV</u>	<u>Description</u>	<u>FMV</u>	<u>Agreed Amount</u>	
CAPITAL PROPERTY					
Land (See Schedule C)					
(a) Zaidler Property	1,000,000	Promissory Note	100,000	100,000	
(b) Planer Mill	68,000	Promissory Note	64,633	64,633	
(c) Mitsue Property	72,300	Promissory Note	55,616	55,616	
(d) Residences:					
Lot 3	12,000	Promissory Note	12,000	12,000	
Lot 18	12,000	Promissory Note	4,620	10,000	
		Mortgage Assumed	5,380		
Lot 17	12,000	Promissory Note	4,564	10,000	
		Mortgage Assumed	5,436		
	<u>1,176,300</u>		<u>252,249</u>	<u>252,249</u>	
SHARES					
Sawridge Enterprises Ltd.					
- 3 Common shares	1,000,000				3
Sawridge Development (1977) Ltd. - 10 Common shares	10				10
Sawridge Hotels Ltd.					
- 1,060 Common shares	8,138	Promissory Note	8,138	8,138	
Slave Lake Developments Ltd.					
- 22,250 Common shares	44,250	Promissory Note	44,000	44,250	
	<u>1,052,398</u>		<u>52,138</u>	<u>52,401</u>	

SAWRIDGE HOLDINGS LTD.

&

TRUSTEES OF SAWRIDGE INDIAN BAND

SCHEDULE B

RE: T2057 WITH RESPECT TO TRANSFER OF DECEMBER 17, 1983

	<u>FMV</u>	<u>Consideration</u>		<u>Agreed Amount</u>
		<u>Description</u>	<u>FMV</u>	
DEPRECIABLE PROPERTY (See Schedule 6)				
Buildings - Class 3 Mitsue Property	<u>1,713,700</u>	Promissory Note	<u>364,325</u>	<u>364,325</u>
Buildings - Class 6				
Residences: Lot 3	28,000	Promissory Note	28,000	28,000
Lot 18	47,000	Mortgage Assumed	10,184	10,184
Lot 17	<u>47,000</u>	Mortgage Assumed	<u>10,181</u>	<u>10,181</u>
	<u>122,000</u>		<u>48,365</u>	<u>48,365</u>
Equipment - Class 8 Planer Mill	<u>472,000</u>	Promissory Note	<u>135,687</u>	<u>135,687</u>

SAWRIDGE HOLDINGS LTD.

&

TRUSTEES OF SAWRIDGE INDIAN BAND

SCHEDULE C

RE: T2057 WITH RESPECT TO TRANSFER OF DECEMBER 17, 1983

Description

A. The Zeidler Property

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

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.

B. The Planer Mill

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.

C. Mitsue Property

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

D. The Residences

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.)

Deloitte Haskins + Sells

Chartered Accountants

18th Floor
Toronto-Dominion Tower
Edmonton Centre
Edmonton, Alberta T6J 3P9
(403) 421-3611
Telex 037-3032
Cable DEHANDS

To the Band Council of
Sawridge Indian Band #19:

We have examined the balance sheet of the Sawridge Indian Band #19 as at March 31, 1984 and the statements of revenue and expenditures and fund balance and of changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests and other procedures as we considered necessary in the circumstances, except as explained in the following paragraph.

Because the Government of Canada maintains the Band's agreements for oil and gas royalties and surface rights in confidence, we were unable to examine supporting documentation regarding revenue from oil and gas royalties and surface rights. Accordingly, our verification of revenue from this source mainly consisted primarily of direct communication with the oil companies for amounts paid to the Government of Canada, on behalf of the Band.

In our opinion, except for the effect of adjustments, if any, which we might have considered to be necessary had income from oil and gas royalties and surface rights been susceptible to complete audit verification, these financial statements present fairly the financial position of the Band as at March 31, 1984 and the results of its operations and the changes in its financial position for the year then ended in accordance with the accounting principles described in Note 1 applied on a basis consistent with that of the preceding year.

Deloitte Haskins & Sells

Auditors

June 1, 1984

SAWRIDGE INDIAN BAND #19

STATEMENT OF REVENUE AND EXPENDITURES AND FUND BALANCE

YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
REVENUE		
Grant - Department of Indian and Northern Affairs	\$ -	\$ 7,155
Oil and gas royalties and surface rights	5,618,242	5,751,118
Interest income (Note 10)	2,475,970	3,384,078
Laundry	14,507	15,896
Property rental	87,287	91,889
Sundry	15,188	17,600
Trucking	-	23,830
	<u>8,211,194</u>	<u>9,291,566</u>
EXPENDITURES		
General and administrative - Schedule 1	576,437	750,368
Capital expenditures - Schedule 2	380,395	82,629
	<u>956,832</u>	<u>832,997</u>
EXCESS OF REVENUE OVER EXPENDITURES BEFORE OTHER ACTIVITIES	<u>7,254,362</u>	<u>8,458,569</u>
OTHER ACTIVITIES - EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES		
Arcom Plant Operations - Schedule 3	(18,767)	(30,654)
Planer Mill Operations - Schedule 4	(8,922)	(29,315)
Apartment Building Operations - Schedule 5	5,228	7,473
	<u>(22,461)</u>	<u>(52,496)</u>
EXCESS OF REVENUE OVER EXPENDITURES	7,231,901	8,406,073
FUND BALANCE, BEGINNING OF YEAR	<u>32,674,995</u>	<u>24,954,571</u>
	<u>39,906,896</u>	<u>33,360,644</u>
DISTRIBUTIONS TO BAND MEMBERS (Note 16)	(18,169,727)	(186,095)
DISTRIBUTIONS TO BAND MEMBERS ENFRANCHISED (Note 11)	(1,353,345)	(499,554)
	<u>(19,523,072)</u>	<u>(685,649)</u>
FUND BALANCE, END OF YEAR	<u>\$ 20,383,824</u>	<u>\$32,674,995</u>

SAWRIDGE INDIAN BAND #19

BALANCE SHEET

MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
<u>ASSETS</u>		
CASH AND TERM DEPOSITS	\$ 5,269,431	\$ 5,451,297
ACCOUNTS RECEIVABLE	24,819	40,596
PREPAID EXPENSES	-	12,930
FUNDS HELD BY THE GOVERNMENT OF CANADA (Note 3)	14,236,094	13,322,108
DUE FROM BAND MEMBERS	806	46,428
DUE FROM RELATED PARTIES (Note 4)	27,549	12,160,024
INVESTMENTS (Note 5)	109,779	152,191
PROPERTY AND EQUIPMENT (Note 6)	791,386	1,575,041
RIGHT OF WAY (Note 7)	<u>1</u>	<u>1</u>
	<u>\$20,459,865</u>	<u>\$32,760,636</u>

CONTINGENT ASSET (Note 8)

LIABILITIES

ACCOUNTS PAYABLE AND ACCRUED CHARGES	\$ 72,191	\$ 53,458
RENTAL DEPOSITS	3,850	1,750
LONG-TERM DEBT (Note 9)	<u>-</u>	<u>30,433</u>
	76,041	85,641

FUND BALANCE

FUND BALANCE	<u>20,383,824</u>	<u>32,674,995</u>
	<u>\$20,459,865</u>	<u>\$32,760,636</u>

Approved by:

.....Chief

.....Band Administrator

SAWRIDGE INDIAN BAND #19

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
SOURCES OF CASH		
Operations		
Excess of revenue over expenditures	\$ 7,231,901	\$8,406,073
Decrease in lumber inventory	-	203,136
Increase in rental deposits	2,100	250
Proceeds from sale of equipment	785,228	398
Decrease in accounts receivable	15,777	-
Decrease in prepaid expenses	12,950	-
Decrease in due from Band members	45,622	-
Decrease in amounts due from related parties	12,132,475	-
Proceeds on sale of investments	82,391	-
Increase in accounts payable and accrued charges	18,733	-
	<u>20,327,177</u>	<u>8,609,857</u>
USES OF CASH		
Increase in accounts receivable	-	39,403
Increase in prepaid expenses	-	2,245
Increase in funds held by Government of Canada	913,986	168,862
Advances to Band members	-	17,699
Advances to related parties	-	5,004,953
Increase in investments	39,979	100,000
Additions to property and equipment	1,573	125,162
Decrease in accounts payable and accrued charges	-	44,036
Repayment of long-term debt	30,433	85,430
Distributions to Band members	18,169,727	186,095
Distributions to Band members enfranchised	1,353,345	499,554
	<u>20,509,043</u>	<u>6,273,439</u>
(DECREASE) INCREASE IN CASH	(181,866)	2,336,418
CASH AND TERM DEPOSITS, BEGINNING OF YEAR	<u>5,451,297</u>	<u>3,114,879</u>
CASH AND TERM DEPOSITS, END OF YEAR	<u>\$ 5,269,431</u>	<u>\$5,451,297</u>

SAWRIDGE INDIAN BAND #19

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1984

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies used by the Band are:

Investments in unlisted securities

Investments in unlisted securities are recorded at cost. This policy is in accordance with the Accounting Guide on Indian Bands in Canada.

Investment in partnership

The Band accounts for investment in partnership on the equity basis whereby the investment is initially recorded at cost and adjusted to recognize the Band's share of net income or losses.

Property and equipment

All the property and equipment on the reserve, except for income-producing properties, are written off in the year of acquisition and carried at a nominal value of \$1. This policy is in accordance with the Accounting Guide on Indian Bands in Canada.

Property and equipment located off the reserve and income-producing properties on the reserve are stated at cost. No depreciation is provided on these assets during the year.

Right of way

The right of way is carried at a nominal value of \$1.

2. RELATED PARTY

The Government of Canada controls funds held in the capital fund. Income from oil and gas royalties, surface rights, and interest income from investment of the capital fund is received and controlled by the Government of Canada. Capital funds held by the Government of Canada cannot be disbursed or committed by the Band without approval of the Government of Canada.

SAWRIDGE INDIAN BAND #19
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 1984

3. FUNDS HELD BY THE GOVERNMENT OF CANADA

	1984	1983
Capital funds	\$11,819,524	\$ 9,839,574
Revenue funds	2,416,570	3,482,534
	\$14,236,094	\$13,322,108

Capital funds held by the Government of Canada, cannot be disbursed or committed by the Band without approval of the Government of Canada. The Government of Canada has complete control over the investment of funds held by them.

The Minister of Indian Affairs and Northern Development has undertaken to the Societe General (Canada), who have a first mortgage on a hotel located in Jasper National Park and owned by Sawridge Enterprises Ltd., that the total of Capital and Revenue Funds held by the Government of Canada on behalf of the Sawridge Band of Indians will not be less than \$3,000,000; and if necessary these funds will be applied against the above mortgage.

4. DUE FROM RELATED PARTIES

	1984	1983
Amounts due from Sawridge Development Co. (1977) Ltd. are unsecured with no specific terms of repayment		
- non-interest bearing advances	\$ -	\$ 1,328,952
- advances bearing interest at prime plus 6%	-	1,675,000
Amount due from Sawridge Holdings Ltd. is non-interest bearing, unsecured and has no specified terms of repayment	-	506,572
Amount due from Sawridge Hotels Ltd. is non-interest bearing, unsecured and has no specified terms of repayment	-	92,403
Amounts due from Sawridge Enterprises Ltd. are unsecured with no specified terms of repayment		
- advances for operations at a rate renegotiated annually	-	5,859,111
- advances for Sawridge Jasper Hotel at 13%	-	2,670,437
Amounts due from Persaw Holdings Ltd. are unsecured with no specified terms of repayment		
- promissory note bearing interest at 8% commencing 30 days after demand	15,000	15,000
- non-interest bearing advance	12,549	12,549
	\$27,549	\$12,160,024

SAWRIDGE INDIAN BAND #19

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1984

5. INVESTMENTS

	<u>1984</u>	<u>1983</u>
(i) Investments in unlisted securities		
Sawridge Development Co. (1977) Ltd.	\$ -	\$ 10
Sawridge Hotels Ltd.	-	8,138
Sawridge Enterprises Ltd.	-	3
Slave Lake Developments Ltd.	-	44,000
Sawridge Holdings Ltd.	-	-
Persaw Holdings Ltd.	<u>40</u>	<u>40</u>
	40	52,191
(ii) Investment in Alberta Limited Partnerships		
TAI (1982) Resources Program	69,760	100,000
TAI (1983-1) Resources Program	<u>39,979</u>	<u>-</u>
	<u>\$109,779</u>	<u>\$152,191</u>

6. PROPERTY AND EQUIPMENT

	<u>1984</u>	<u>1983</u>
Aircraft *	\$ 1	\$ 1
Arcom plant	-	419,941
Band housing *	1	1
Equipment and vehicles *	1	1
Furnishings *	1	1
Laundry facilities *	52,947	52,947
Planer mill site and equipment	-	200,320
Northwood building *	69,773	68,200
Office building *	1	1
Rental properties	-	64,967
Sawridge apartments *	543,495	543,495
Tennis court *	1	1
Television system *	1	1
Waterline *	1	1
Zeidler land	-	100,000
Financed vehicles *	1	1
Airplane hangar	<u>125,162</u>	<u>125,162</u>
	<u>\$791,386</u>	<u>\$1,575,041</u>

* Located on the Sawridge Indian Band Reserve

SAWRIDGE INDIAN BAND #19
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 1984

7. RIGHT OF WAY

The Band granted a right of way through reserve lands to the Province of Alberta to construct a highway. The consideration for this right of way due to the band is under negotiation and is not currently determinable.

8. CONTINGENT ASSET

Payments made by the Government of Canada (Department of Indian and Northern Affairs) to seven enfranchisees during the year ended March 31, 1982 were based on incorrect calculations. This resulted in overpayment of \$97,909. Management has requested the Department of Indian and Northern Affairs to repay the funds to the capital and revenue funds accordingly. This potential refund has not been recorded in these financial statements because the Government has not repaid the funds at the date of these financial statements.

9. LONG-TERM DEBT

	<u>1984</u>	<u>1983</u>
10.75% first mortgage payable to Alberta Home Mortgage Corporation in monthly instalments of \$461 including interest and taxes, due December 31, 1998, secured by land and houses in the town of Slave Lake	\$ -	<u>\$30,433</u>

10. INTEREST INCOME

Interest income consists of the following:

	<u>1984</u>	<u>1983</u>
Interest on term deposits and savings accounts	\$ 572,397	\$ 763,432
Interest from Sawridge Enterprises Ltd.	913,636	940,411
Interest from Sawridge Development Co. (1977) Ltd.	265,949	347,981
Interest from the Department of Indian and Northern Affairs	<u>723,988</u>	<u>1,332,254</u>
	<u>\$2,475,970</u>	<u>\$3,384,078</u>

Interest from the Department of Indian and Northern Affairs is calculated on the following basis:

- (a) Calculate the average rate of those market yields of the Government of Canada bond issues as published each Wednesday by the Bank of Canada as part of its weekly financial statistics which have terms to maturity of 10 years or over for each quarter of the fiscal year.
- (b) Calculate quarterly month-end balances on deposit.
- (c) Calculate interest earned by multiplying the amount established in (b) by the rate of interest established in (a).
- (d) Credit quarters October-November-December and April-May-June of every fiscal year the Indian Band Fund's accounts with the interest earned from the two preceding quarters.

SAWRIDGE INDIAN BAND #19

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1984

11. ENFRANCHISEMENT

During the year four Band members were enfranchised and received \$1,353,345 in accordance with Section 109 of the Indian Act.

12. OPERATIONS

Sawridge Indian Band #19 was formed under the provisions of Treaty #8 signed with the Government of Canada. The Band provides local government and related services to its members.

13. COMPARATIVE FIGURES

Certain of the prior year's comparative figures have been reclassified to conform to the current year's presentation.

14. INCOME TAXES

The Band is exempt from income taxes under Section 87 of the Indian Act and accordingly is not taxable during the current year.

15. SUBSEQUENT EVENT

During May 1984, the Band purchased an airplane at a cost of approximately \$1,600,000. This purchase has not been reflected in the financial statements.

16. DISTRIBUTIONS TO BAND MEMBERS

On December 17, 1983 the members of the Band transferred certain assets with a carrying value of \$17,951,590 to "The Sawridge Band Trust", a trust formed for the benefit of the members of the Sawridge Indian Band.

In addition to the above the Band made regular distributions to Band members amounting to \$218,137 (1983 - \$186,095).

SAWRIDGE INDIAN BAND #19SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSESYEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
Aircraft	\$ 19,501	\$ 38,424
Bank charges	230	765
Insurance	47,726	29,267
Interest on long-term debt	8,805	10,440
Laundry	7,887	12,458
Medical and welfare	9,886	8,872
Office and sundry	8,835	19,286
Professional fees	36,216	97,161
Promotion	1,987	7,725
Property taxes	5,228	13,617
Repairs and maintenance		
Vehicles and equipment	8,783	11,321
Housing	35,326	53,711
Office	34,606	27,108
Rent	16,000	9,502
Travel	31,353	56,769
Utilities		
Office	37,342	24,870
Band members	15,514	20,903
Other	8,411	25,547
Vehicle expense	36,130	34,881
Wages and employee benefits	206,671	247,741
	<u>\$578,437</u>	<u>\$750,368</u>

SCHEDULE 2SAWRIDGE INDIAN BAND #19SCHEDULE OF CAPITAL EXPENDITURESYEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
Automotive	\$ 28,500	\$ -
Band housing	25,694	23,000
Equipment	94,599	15,450
Furnishings	15,437	13,468
Office addition	-	14,079
Recreation facilities	24,588	-
TV satellite dish	-	14,545
Waterline	-	2,087
Landscaping	23,158	-
Land improvements	<u>168,419</u>	<u>-</u>
	<u>\$380,395</u>	<u>\$82,629</u>

SCHEDULE 3

SAWRIDGE INDIAN BAND #19

ARCOM PLANT OPERATIONS

YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
RENTAL REVENUE	\$ <u>-</u>	\$ <u>-</u>
EXPENDITURES		
Insurance	-	2,722
Property taxes	5,600	5,538
Repairs and maintenance	78	990
Sundry	53	-
Telephone and utilities	<u>13,036</u>	<u>21,404</u>
	<u>18,767</u>	<u>30,654</u>
DEFICIENCY OF REVENUE OVER EXPENDITURES	<u>\$18,767</u>	<u>\$30,654</u>

SAWRIDGE INDIAN BAND #19PLANER MILL OPERATIONSYEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
LUMBER SALES	\$ 6,691	\$ 225,779
COST OF SALES	<u>-</u>	<u>203,136</u>
GROSS PROFIT	<u>6,691</u>	<u>22,643</u>
EXPENDITURES		
Insurance	-	2,519
Property taxes	861	532
Repairs and maintenance	7,839	4,303
Supplies	3,725	1,598
Telephone and utilities	1,062	1,745
Wages and employee benefits	<u>2,126</u>	<u>41,261</u>
	<u>15,613</u>	<u>51,958</u>
DEFICIENCY OF REVENUE OVER EXPENDITURES	<u>\$ 8,922</u>	<u>\$ 29,315</u>

SAWRIDGE INDIAN BAND #19
APARTMENT BUILDING OPERATIONS
YEAR ENDED MARCH 31, 1984

	<u>1984</u>	<u>1983</u>
RENTAL REVENUE	<u>\$28,333</u>	<u>\$26,622</u>
EXPENDITURES		
Janitor	7,050	6,600
Maintenance	3,446	1,962
Sundry	18	189
Utilities	<u>12,591</u>	<u>10,398</u>
	<u>23,105</u>	<u>19,149</u>
EXCESS OF REVENUE OVER EXPENDITURES	<u>\$ 5,228</u>	<u>\$ 7,473</u>

18th Floor
Toronto-Dominion Tower
Edmonton Centre
Edmonton, Alberta T5J 3P9
(403) 421-3611
Telex 037-3032
Cable DEHANDS

ACCOUNTANTS' COMMENTS

To the Trustees of
The Sawridge Band Inter-Vivos Settlement Trust:

We have prepared the accompanying balance sheet as at December 31, 1986 and the statement of income and trust balance for the year then ended from the records of The Sawridge Band Inter-Vivos Settlement Trust and from other information supplied to us by the Trustees. In order to prepare these financial statements we made a review, consisting primarily of enquiry, comparison and discussion, of such information. However, in accordance with the terms of our engagement, we have not performed an audit and consequently do not express an opinion on these financial statements.

The investment in the subsidiary is recorded on the cost basis of accounting in the accompanying unaudited financial statements. In this case, generally accepted accounting principles require that the financial statements be prepared on a consolidated basis. The effects of this departure from generally accepted accounting principles on the accompanying unaudited financial statements have not been determined.

Deloitte Haskins & Sells

Chartered Accountants

May 5, 1987

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

STATEMENT OF LOSS AND TRUST BALANCE

YEAR ENDED DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
INCOME		
Interest	\$ -	\$ 3,324,725
EXPENSE		
Professional fees	<u>66,500</u>	<u>66,500</u>
NET (LOSS) INCOME (Note 6)	(66,500)	3,258,225
TRUST BALANCE, BEGINNING OF YEAR	27,761,254	23,753,062
CONTRIBUTION FROM BENEFICIARIES (Note 7)	<u>-</u>	<u>749,967</u>
TRUST BALANCE, END OF YEAR	<u>\$27,694,754</u>	<u>\$27,761,254</u>

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

BALANCE SHEET

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
<u>ASSETS</u>		
CASH	\$ -	\$ 5,094
DUE FROM SAWRIDGE HOLDINGS LTD. (Note 3)	27,696,128	27,756,128
INVESTMENT (Note 4)	<u>32</u>	<u>32</u>
	<u>\$27,696,160</u>	<u>\$27,761,254</u>
 <u>TRUST BALANCE</u>		
BANK INDEBTEDNESS	\$ 1,406	\$ -
TRUST BALANCE (Note 5)	<u>27,694,754</u>	<u>27,761,254</u>
	<u>\$27,696,160</u>	<u>\$27,761,254</u>

Approved by the Board:

.....Trustee

.....Trustee

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
SOURCES OF CASH		
Operations	\$(66,500)	\$3,258,225
Contributions from beneficiaries	<u>749,967</u>	<u>-</u>
	683,467	3,258,225
USE OF CASH		
Increase in amounts due from subsidiary company	<u>689,967</u>	<u>3,258,127</u>
(DECREASE) INCREASE IN CASH	(6,500)	98
CASH, BEGINNING OF YEAR	<u>5,094</u>	<u>4,996</u>
(BANK INDEBTEDNESS) CASH, END OF YEAR	<u>\$ (1,406)</u>	<u>\$ 5,094</u>

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

1. OPERATIONS

The Sawridge Band Trust was established on April 15, 1982 and during 1985 changed its name to "The Sawridge Band Inter-Vivos Settlement" Trust.

2. SIGNIFICANT ACCOUNTING POLICY

The financial statements have been prepared in accordance with generally accepted accounting principles, except that these financial statements are not consolidated, and reflect the following policy:

Investment

The investment in a wholly-owned subsidiary is recorded on the cost basis of accounting whereby the investment is initially recorded at cost and earnings (from the investment) are recognized only to the extent received or receivable.

3. DUE FROM SAWRIDGE HOLDINGS LTD.

The amounts due from Sawridge Holdings Ltd., a wholly-owned subsidiary, are as follows:

	<u>1986</u>	<u>1985</u>
Promissory note, unsecured, payable on demand and bearing interest at prime plus 3%	\$ 1,067,354	\$ 1,067,354
Advances, bearing interest at prime plus 3% and secured by a demand debenture	<u>26,628,774</u>	<u>25,938,807</u>
	<u>\$27,696,128</u>	<u>\$27,006,161</u>

Interest on the above receivables was waived for the current year.

4. INVESTMENT

The trust owns 100% of Sawridge Holdings Ltd.

5. TRUST BALANCE

Under the terms of the Trust Agreement, the Trust is for the irrevocable benefit of all of the members, present and future, within the meaning of the Indian Act as such provisions existed on the 15th day of April, 1985, of the Sawridge Indian Band #19, who are descendants of the original signators of Treaty Number 8 and who remain as members of the Sawridge Indian Band #19.

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

6. INCOME TAXES

The trust is not taxable as the taxable income has been designated to be taxed in the hands of the beneficiaries.

7. CONTRIBUTIONS FROM BENEFICIARIES

The prior year's financial statements have been revised to correct an accounting error whereby a contribution of \$749,967 from beneficiaries was incorrectly recorded as an advance from Sawridge Holdings Ltd.

177
712

RCU BY: XEROX TELECOPIER 7010 ; 3-14-89 10:04AM ; 403 849 3446
03/14/89 10:06 403 849 3446 SAWRIDGE ADMIN

20707: # 3
003/003

 Revenue Canada Revenu Canada
Taxation Impôt

1363822

T87AN
REV. 87

NOTICE OF ASSESSMENT - AVIS DE COTISATION

Date of Mailing - Date d'expédition	Identification Number - Numéro d'identification	Taxation year - Année d'imposition	Taxation Centre / Office - Centre fiscal / Bureau d'impôt
Mar 09 1989	N/A	19 87	WINNIPEG

Sawridge Band Trust
c/o Walter P Twinn
PO Box 326
Slave Lake AB
T0G 2A0

RE: T3

TAX ON THE ABOVE REFERENCED RETURN HAS BEEN ASSESSED AS NIL, AS REPORTED BY YOU.

UN MONTANT NUL D'IMPÔT A ÉTÉ ÉTABLI À L'ÉGARD DE LA DÉCLARATION SUSMENTIONNÉE, CONFORMÉMENT À CE QUE VOUS AVIEZ DÉCLARÉ.

PIERRE GRAVELLE
DEPUTY MINISTER, DEPARTMENT OF NATIONAL REVENUE, TAXATION
SOUS-MINISTRE, MINISTÈRE DU REVENU NATIONAL IMPÔT

IF YOU
• NEED MORE INFORMATION
• DISAGREE WITH THIS NOTICE
SEE REVERSE

SI VOUS
• DESIREZ OBTENIR PLUS DE DÉTAILS
• N'ÊTES PAS D'ACCORD AVEC CET AVIS
VOIR AU VERSO



For Departmental Use

**TRUST INCOME TAX RETURN
AND INFORMATION RETURN**

Identification

1. Name of Trust
Living Trust

2. Name of Trustee (or other Administrator)
James P. Turner

3. Address of residence of Trust
P.O. Box 326

4. Province of residence of Trust
Slave Lake Alberta

5. Postal Code
T0G 2A0

6. Telephone Number
549-9311

7. Mailing Address (if different from address above)

For Departmental Use

8. Month for taxation year
Year: 87 Month: 12 Day: 31

9. Was the trust period ended since last return filed?
 Yes No

10. Was the first year of trust?
 Yes No

11. Was the trust ever a trust?
 Yes No

12. Jurisdiction where the original return was filed
Canada

13. Has trust ever been wound up?
 Yes No

14. Was a return filed for the year ended 12/31/87?

15. This is the first return of a testamentary or other trust. Has a copy of the will or other document from which this trust is derived been filed with this return of the trust?
 Yes No

16. Type of Trust

A. Inter vivos

B. Testamentary

1. Dispositive trust

2. Debt trust

3. Mutual fund trust

4. Non-charitable organization

5. Reverse annuity trust

6. Trust considered

7. Trust not considered

8. Trust considered

9. Other (see notes last page)

17. Date trust created
April 15 1987

Summary of Tax and Credits

Taxable income of the trust (Page 3, line 503)	<u>201</u>	50
TAX		
Federal Tax Payable (Trust Schedule 2A, line 202) or Trust Schedule 2B, line 283)	<u>21</u>	00
Provincial or Territorial Tax Payable (Trust Schedule 2A or 2B)	<u>21</u>	00
Total Taxes Payable (add lines 51 and 52)	<u>42</u>	00
CREDITS		
Payments on Account	<u>0</u>	00
Federal Tax Deducted per Information slips	<u>0</u>	00
Refundable Quebec Abatement of Trust Schedule 2A, line 213 or Trust Schedule 2B, line 284)	<u>0</u>	00
Refundable Investment Tax Credit (Form T2128 (PMB))	<u>0</u>	00
Other Credits (Specify)	<u>0</u>	00
Total Credits (add lines 54 to 59)	<u>0</u>	00
Balance Owng or Refund (subtract line 60 from line 53) (a difference of less than a dollar is neither rounded up nor down)	<u>42</u>	00

Non-Resident Withholding Tax (PART XIII)

1. Income Paid or Payable to Non-Resident Beneficiaries (from Page 3, line 50)	<u>0</u>	00
2. Adjusted for non-charitable deductions (provide reconciliation)	<u>0</u>	00
3. Amounts paid or payable (other than capital distributions) (add deduct lines 21 and 22)	<u>0</u>	00
4. Amounts not subject to Part XIII tax	<u>0</u>	00
5. Capital gains or distributions of annuity fund trusts	<u>0</u>	00
6. Sub-total	<u>0</u>	00
Amount Subject to Non-resident Tax (add line 24 to line 33)	<u>0</u>	00
Non-Resident Tax Payable (line 25 must not be a negative Rate of Tax, this amount must agree with amount reported on NR4-NR4A (see our annual report form NR4 supplementary))	<u>0</u>	00
7. Credit Amounts previously reported per form NR7A (NR)	<u>0</u>	00
8. Balance owing for Part XIII Tax (subtract line 7 from line 25) (must agree with form 25-AR-NR)	<u>0</u>	00

Schedules and Additional Information Required

All trusts MUST complete the following questionnaire and, for each question to which a reply is "Yes", attach the appropriate Schedule showing full details. Failure to properly reply may cause unnecessary delays to the assessment of the return.

	Yes	No	Trust Schedule
1) Has there been a change in ownership of capital or income interests during the taxation year? If "Yes" attach a statement showing changes for all trusts OTHER THAN unit trusts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2) Have the terms of the trust been amended or varied during the taxation year? If "Yes" attach copies of the documents giving effect to these changes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3) Have any capital additions by way of gift or bequest been received since June 18th, 1971?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4) Has a loan or obligation been incurred in a non-arm's length transaction since June 18th, 1971?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5) Has there been any disposition of capital property by the trust during the year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5A
6) Is the trust paying income to non-resident beneficiaries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7) Is the trust non-resident?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8) Was there a distribution of estate assets (other than cash) to beneficiaries during the taxation year? (Attach statement showing values for assets distributed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9) Has the estate made a subsection 164(6) election? (to be filed with an amended T1 return for the deceased)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10) Is the trust one of a multiple of trusts created as a consequence of contributions to the trusts by an individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11) Is the trust required to allocate/designate all the income for the year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12) Is the trust claiming a Dividend Tax Credit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1
13) Is the trust claiming the Interest and Dividend Income Deduction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1
14) If this trust is a spouse trust and the spouse (beneficiary) died during the year, is the trust claiming a taxable capital gains deduction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1 and 50
15) Does the trust have taxable income (Trust Return, page 3, line 53)? (NOTE: A trust may still be liable for Minimum Tax although no income is retained. Refer to Trust Schedule 2B for more details.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2A, 2A, 2B
16) Is the trust favouring capital gains to beneficiaries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2B
17) Is the trust making a preferred beneficiary election? (if yes, ensure it is made in prescribed manner, Regulation 2800, and filed on time)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
18) Is the trust reporting investment income?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6
19) Is the trust reporting rental income?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7
20) Is the trust claiming Capital Cost Allowance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8
21) Which official language do you wish to be used in correspondence?	English <input checked="" type="checkbox"/>	French <input type="checkbox"/>	

GUIDE TO THE T3 TRUST RETURN

Refer to the Guide for additional information. References are made by line number starting on page 2 of the Return, lines 01 - 39, page 3, lines 40 - 76 and page 4, lines 80 - 96. The Schedules are also numbered in sequence, starting with line 101 on Schedule 1 through to line 303 on Schedule 8.

Name of Person or Category (other than Trustee, Executor/Administrator) who prepared this return <i>Walter Haskins and Sons</i> Address in full 3000 Mainville Place 10180-701 Street Edmonton Alberta Postal Code Telephone Number T5C 1Y3Y 721-3611	CERTIFICATION Chief <i>W.P. Twinn</i> (Print Name)
	HEREBY CERTIFY that the information given in this T3 Return and related T3 (butplementary when required) and in any documents attached is true, correct and complete and fully discloses the income from all sources for the period covered, and that non-resident tax has been withheld where required and reported to the Department.
Date <i>1984-03-14</i>	Signature of Authorized Person

Canada Act Bank of Information Number 15625

This report on this form is compiled from the Income Tax Act and Regulations which contain the terms of the law on which the tax is determined. It is authorized and prescribed by order of the Minister of National Revenue, Taxation.

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	SAWRIDGE BAND	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT	LESSER SLAVE LAKE	Committed - Engagé	\$ _____
PROVINCE	ALBERTA	Current Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	SLAVE LAKE	Committed - Engagé	\$ _____
DATE	15 DAY - JOUR 04 MONTH - MOIS AD 19 85 YEAR - ANNÉE		

DO HEREBY RESOLVE:
 DECIDE, PAR LES PRÉSENTES:

WHEREAS Chief Walter P. Twinn holds as trustee for the Sawridge Indian Band a certain debenture dated the 21st day of JANUARY, 1985;

AND WHEREAS the aforesaid trust was created to protect the interests of the members of the Sawridge Indian Band;

AND WHEREAS it is deemed expedient and in the interest of the said members to pass this Résolution:

AND UPON IT BEING MOVED by George Twin and seconded by Walter Felix THEREFORE BE IT UNANIMOUSLY RESOLVED at this duly convened and constituted meeting of the Sawridge Band Council at the Band Office in Slave Lake, Alberta, this 15th day of April, A.D. 1985, that Chief Walter P. Twinn is hereby directed and authorized to transfer the aforesaid debenture to the Trustees of the trust dated the 15th day of April, A.D. 1985, to be held by the said Trustees as an accretion to the assets of the trust and subject in all respects to the terms and provisions thereof.

A quorum for this Bande
 Pour cette bande le quorum est
 consists of 2
 fixé à
 Council Members
 Membres du Conseil

 (Chief - Chef)

 (Councillor - conseiller)

 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
1. Band Fund Code Code de compte de bande	2. COMPUTER BALANCES - SOLES D'ORDONNATEUR A. Capital B. Revenue - Revenu		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	\$	\$	\$		
6. Recommended - Recommandable			Approved - Approuvable		
Date	Recommending Officer - Recommandé par		Date	Approving Officer - Approuvé par	

Deloitte Haskins+Sells

Chartered Accountants

18th Floor
Toronto-Dominion Tower
Edmonton Centre
Edmonton, Alberta T5J 3P9
(403) 421-3611
Telex 037-3032
Cable DEHANDS

To the Band Council of
Sawridge Indian Band #19:

We have examined the balance sheet of the Sawridge Indian Band #19 as at March 31, 1985 and the statements of revenue and expenditures and fund balance and of changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests and other procedures as we considered necessary in the circumstances, except as explained in the following paragraph.

Because the Government of Canada maintains the Band's agreements for oil and gas royalties and surface rights in confidence, we were unable to examine supporting documentation regarding revenue from oil and gas royalties and surface rights. Accordingly, our verification of revenue from this source consisted primarily of direct communication with the oil companies for amounts paid to the Government of Canada, on behalf of the Band.

In our opinion, except for the effect of adjustments, if any, which we might have considered to be necessary had income from oil and gas royalties and surface rights been susceptible to complete audit verification, these financial statements present fairly the financial position of the Band as at March 31, 1985 and the results of its operations and the changes in its financial position for the year then ended in accordance with the accounting principles described in Note 1 applied on a basis consistent with that of the preceding year.

Deloitte Haskins & Sells

Auditors

May 20, 1985

SAWRIDGE INDIAN BAND #19

STATEMENT OF REVENUE AND EXPENDITURES AND FUND BALANCE

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
REVENUE		
Gain on sale of investments	\$ 30,240	\$ -
Oil and gas royalties and surface rights	5,067,597	5,618,242
Interest income (Note 8)	3,154,173	2,475,970
Laundry	14,256	14,507
Property rental	56,151	87,287
Sundry	<u>22,711</u>	<u>15,188</u>
	<u>8,345,128</u>	<u>8,211,194</u>
EXPENDITURES		
General and administrative - Schedule 1	767,529	576,437
Capital expenditures - Schedule 2	<u>476,415</u>	<u>380,395</u>
	<u>1,243,944</u>	<u>956,832</u>
EXCESS OF REVENUE OVER EXPENDITURES BEFORE OTHER ACTIVITIES	<u>7,101,184</u>	<u>7,254,362</u>
OTHER ACTIVITIES - EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES		
Arcom Plant Operations	-	(18,767)
Planer Mill Operations	-	(8,922)
Apartment Building Operations - Schedule 3	(1,843)	5,228
Truck Stop - Schedule 4	<u>(13,880)</u>	<u>-</u>
	<u>(15,723)</u>	<u>(22,461)</u>
EXCESS OF REVENUE OVER EXPENDITURES	7,085,461	7,231,901
FUND BALANCE, BEGINNING OF YEAR	<u>20,383,824</u>	<u>32,674,995</u>
	<u>27,469,285</u>	<u>39,906,896</u>
DISTRIBUTIONS TO BAND MEMBERS (Note 11)	(3,844,285)	(18,169,727)
DISTRIBUTIONS TO BAND MEMBERS ENFRANCHISED	<u>-</u>	<u>(1,353,345)</u>
	<u>(3,844,285)</u>	<u>(19,523,072)</u>
FUND BALANCE, END OF YEAR	<u>\$23,625,000</u>	<u>\$ 20,383,824</u>

SAWRIDGE INDIAN BAND #19

STATEMENT OF REVENUE AND EXPENDITURES AND FUND BALANCE

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
REVENUE		
Gain on sale of investments	\$ 30,240	\$ -
Oil and gas royalties and surface rights	5,067,597	5,618,242
Interest income (Note 8)	3,154,173	2,475,970
Laundry	14,256	14,507
Property rental	56,151	87,287
Sundry	22,711	15,188
	<u>8,345,128</u>	<u>8,211,194</u>
EXPENDITURES		
General and administrative - Schedule 1	767,529	576,437
Capital expenditures - Schedule 2	476,415	380,395
	<u>1,243,944</u>	<u>956,832</u>
EXCESS OF REVENUE OVER EXPENDITURES BEFORE OTHER ACTIVITIES	<u>7,101,184</u>	<u>7,254,362</u>
OTHER ACTIVITIES - EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES		
Arcom Plant Operations	-	(18,767)
Planer Mill Operations	-	(8,922)
Apartment Building Operations - Schedule 3	(1,843)	5,228
Truck Stop - Schedule 4	(13,880)	-
	<u>(15,723)</u>	<u>(22,461)</u>
EXCESS OF REVENUE OVER EXPENDITURES	7,085,461	7,231,901
FUND BALANCE, BEGINNING OF YEAR	<u>20,383,824</u>	<u>32,674,995</u>
	<u>27,469,285</u>	<u>39,906,896</u>
DISTRIBUTIONS TO BAND MEMBERS (Note 11)	(3,844,285)	(18,169,727)
DISTRIBUTIONS TO BAND MEMBERS ENFRANCHISED	-	(1,353,345)
	<u>(3,844,285)</u>	<u>(19,523,072)</u>
FUND BALANCE, END OF YEAR	<u>\$23,625,000</u>	<u>\$ 20,383,824</u>

SAWRIDGE INDIAN BAND #19

BALANCE SHEET

MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
<u>ASSETS</u>		
CASH AND TERM DEPOSITS	\$ 4,660,428	\$ 5,269,431
ACCOUNTS RECEIVABLE	910,879	24,819
PREPAID EXPENSES	76,033	-
INVENTORY	93,168	-
FUNDS HELD BY THE GOVERNMENT OF CANADA (Note 3)	15,323,902	14,236,094
DUE FROM BAND MEMBERS	20,226	806
DUE FROM RELATED PARTIES (Note 4)	57,825	27,549
INVESTMENTS (Note 5)	99,864	109,779
PROPERTY AND EQUIPMENT (Note 6)	2,627,508	791,386
RIGHT OF WAY (Note 7)	<u>1</u>	<u>1</u>
	<u>\$23,869,834</u>	<u>\$20,459,865</u>
<u>LIABILITIES</u>		
ACCOUNTS PAYABLE AND ACCRUED CHARGES	\$ 241,050	\$ 72,191
RENTAL DEPOSITS	<u>3,784</u>	<u>3,850</u>
	244,834	76,041
<u>FUND BALANCE</u>		
FUND BALANCE	<u>23,625,000</u>	<u>20,383,824</u>
	<u>\$23,869,834</u>	<u>\$20,459,865</u>

Approved by:

.....Chief

.....Band Administrator

SAWRIDGE INDIAN BAND #19

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
SOURCES OF CASH		
Operations		
Excess of revenue over expenditures	\$7,085,461	\$ 7,231,901
Gain on sale of investments, not affecting cash	<u>(30,240)</u>	<u>-</u>
	7,055,221	7,231,901
Increase in rental deposits	-	2,100
Proceeds from sale of equipment	-	785,228
Decrease in accounts receivable	-	15,777
Decrease in prepaid expenses	-	12,950
Decrease in due from Band members	-	45,622
Decrease in amounts due from related parties	-	12,132,475
Proceeds on sale of investments	100,000	82,391
Increase in accounts payable and accrued charges	<u>168,859</u>	<u>18,733</u>
	<u>7,324,080</u>	<u>20,327,177</u>
USES OF CASH		
Increase in prepaid expenses	76,033	-
Increase in accounts receivable	886,060	-
Increase in amounts due from related parties	30,276	-
Increase in funds held by Government of Canada	1,087,808	913,986
Advances to Band members	19,420	-
Increase in inventories	93,168	-
Increase in investments	59,845	39,979
Additions to property and equipment	1,836,122	1,573
Decrease in rental deposits	66	-
Repayment of long-term debt	-	30,433
Distributions to Band members	3,844,285	18,169,727
Distributions to Band members enfranchised	<u>-</u>	<u>1,353,345</u>
	<u>7,933,083</u>	<u>20,509,043</u>
DECREASE IN CASH	609,003	181,866
CASH AND TERM DEPOSITS, BEGINNING OF YEAR	<u>5,269,431</u>	<u>5,451,297</u>
CASH AND TERM DEPOSITS, END OF YEAR	<u>\$4,660,428</u>	<u>\$ 5,269,431</u>

SAWRIDGE INDIAN BAND #19

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1985

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies used by the Band are in accordance with the Department of Indian Affairs and Northern Development Accounting Guide on Indian Bands in Canada and include the following:

Inventory

Inventory is valued at the lower of cost and net realizable value.

Investments in unlisted securities

Investments in unlisted securities are recorded at cost.

Investment in partnership

The Band accounts for investment in partnership on the cost basis. The investment is initially recorded at cost and adjusted to recognize the Band's share of distributions received.

Property and equipment

All the property and equipment on the reserve, except for income-producing properties, are written off in the year of acquisition and carried at a nominal value of \$1.

Property and equipment located off the reserve and income-producing properties on the reserve are stated at cost. No depreciation is provided on these assets during the year.

Right of way

The right of way is carried at a nominal value of \$1.

2. RELATED PARTY

The Government of Canada controls funds held in the capital fund. Income from oil and gas royalties, surface rights, and interest income from investment of the Capital fund is received and controlled by the Government of Canada. Capital funds held by the Government of Canada cannot be disbursed or committed by the Band without approval of the Government of Canada.

SAWRIDGE INDIAN BAND #19NOTES TO THE FINANCIAL STATEMENTSMARCH 31, 1985

3. FUNDS HELD BY THE GOVERNMENT OF CANADA

	<u>1985</u>	<u>1984</u>
Capital funds	\$12,684,723	\$11,819,524
Revenue funds	<u>2,639,179</u>	<u>2,416,570</u>
	<u>\$15,323,902</u>	<u>\$14,236,094</u>

Capital funds held by the Government of Canada, cannot be disbursed or committed by the Band without approval of the Government of Canada. The Government of Canada has complete control over the investment of funds held by them.

The Minister of Indian Affairs and Northern Development has undertaken to the Societe General (Canada), who have a first mortgage on a hotel located in Jasper National Park and owned by Sawridge Enterprises Ltd., that the total of Capital and Revenue funds held by the Government of Canada on behalf of the Sawridge Band of Indians will not be less than \$3,000,000; and if necessary these funds will be applied against the above mortgage.

4. DUE FROM RELATED PARTIES

	<u>1985</u>	<u>1984</u>
Amounts due from Sawridge Developments (1977) Ltd. are unsecured with no specified terms of repayment		
- promissory note bearing interest at 8% commencing 30 days after demand	\$15,000	\$15,000
- non-interest bearing advance	<u>42,825</u>	<u>12,549</u>
	<u>\$57,825</u>	<u>\$27,549</u>

5. INVESTMENTS

	<u>1985</u>	<u>1984</u>
(i) Investments in unlisted securities	\$ -	\$ 40
(ii) Investment in Alberta Limited Partnerships		
TAI (1982) Resources Program	-	69,760
TAI (1983-1) Resources Program	19,864	39,979
TAI (1984-1) Resources Program	<u>80,000</u>	<u>-</u>
	<u>\$99,864</u>	<u>\$109,779</u>

SAWRIDGE INDIAN BAND #19

NOTES TO THE FINANCIAL STATEMENTS

MARCH 31, 1985

6. PROPERTY AND EQUIPMENT

	<u>1985</u>	<u>1984</u>
Aircraft *	\$ 1	\$ 1
Band housing *	1	1
Equipment and vehicles *	1	1
Furnishings *	1	1
Laundry facilities *	52,947	52,947
Northwood building *	104,914	69,773
Office building *	1	1
Sawridge apartments *	544,316	543,495
Storage shed *	1	-
Tennis court *	1	1
Television system *	1	1
Truck stop *	1,800,159	-
Waterline *	1	1
Financed vehicles *	1	1
Airplane hangar	<u>125,162</u>	<u>125,162</u>
	<u>\$2,627,508</u>	<u>\$791,386</u>

* Located on the Sawridge Indian Band Reserve

7. RIGHT OF WAY

The Band granted a right of way through reserve lands to the Province of Alberta to construct a highway. The consideration for this right of way due to the Band is under negotiation and is not currently determinable.

8. INTEREST INCOME

Interest income consists of the following:

	<u>1985</u>	<u>1984</u>
Interest on term deposits and savings accounts	\$ 527,049	\$ 572,397
Interest from Sawridge Enterprises Ltd.	-	913,636
Interest from Sawridge Development Co. (1977) Ltd.	-	265,949
Interest from the Department of Indian and Northern Affairs	<u>2,627,124</u>	<u>723,988</u>
	<u>\$3,154,173</u>	<u>\$2,475,970</u>

SAWRIDGE INDIAN BAND #19NOTES TO THE FINANCIAL STATEMENTSMARCH 31, 1985

8. INTEREST INCOME (continued)

Interest from the Department of Indian and Northern Affairs is calculated on the following basis:

- (a) Calculate the average rate of those market yields of the Government of Canada bond issues as published each Wednesday by the Bank of Canada as part of its weekly financial statistics which have terms to maturity of 10 years or over for each quarter of the fiscal year.
- (b) Calculate quarterly month-end balances on deposit.
- (c) Calculate interest earned by multiplying the amount established in (b) by the rate of interest established in (a).
- (d) Credit quarters October-November-December and April-May-June of every fiscal year the Indian Band Fund's accounts with the interest earned from the two preceding quarters.

9. OPERATIONS

Sawridge Indian Band #19 was formed under the provisions of Treaty #8 signed with the Government of Canada. The Band provides local government and related services to its members.

10. INCOME TAXES

The Band is exempt from income taxes under Section 87 of the Indian Act and accordingly is not taxable during the current year.

11. DISTRIBUTIONS TO BAND MEMBERS

	<u>1985</u>	<u>1984</u>
Assets transferred to Sawridge Band Trust	\$3,706,060	\$17,951,590
Regular distributions to Band members	<u>138,225</u>	<u>218,137</u>
	<u>\$3,844,285</u>	<u>\$18,169,727</u>

12. SUBSEQUENT EVENT

During April 1985, a Band member was enfranchised and received \$369,127 in accordance with Section 109 of the Indian Act.

SAWRIDGE INDIAN BAND #19

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENDITURES

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
Aircraft	\$ 29,819	\$ 19,501
Audit fees	19,500	25,614
Bank charges	707	230
Consulting fees	43,628	1,270
Insurance	5,395	47,726
Interest	1,258	8,805
Laundry	6,155	7,887
Legal fees	137,770	9,332
Medical and welfare	7,145	9,886
Office and sundry	32,758	8,835
Promotion	1,348	1,987
Property taxes	8,121	5,228
Repairs and maintenance		
Vehicles and equipment	6,677	8,783
Housing	13,992	35,326
Office	34,939	34,606
Rent	10,045	16,000
Travel	30,452	31,353
Utilities		
Office	51,353	37,342
Band members	12,744	15,514
Other	12,926	8,411
Vehicle	17,946	36,130
Wages and employee benefits	282,851	206,671
	<u>\$767,529</u>	<u>\$576,437</u>

SAWRIDGE INDIAN BAND #19

SCHEDULE OF CAPITAL EXPENDITURES

YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
Airplane	\$ 45,000	\$ -
Automotive	-	28,500
Band housing	299,632	25,694
Equipment	6,058	94,599
Furnishings	72,783	15,437
Recreation facilities	-	24,588
Storage shed	39,982	-
Landscaping	-	23,158
Land improvements	<u>12,960</u>	<u>168,419</u>
	<u>\$476,415</u>	<u>\$380,395</u>

SAWRIDGE INDIAN BAND #19
APARTMENT BUILDING OPERATIONS
YEAR ENDED MARCH 31, 1985

	<u>1985</u>	<u>1984</u>
RENTAL REVENUE	<u>\$40,282</u>	<u>\$28,333</u>
EXPENDITURES		
Janitor	8,250	7,050
Maintenance	19,082	3,446
Sundry	2,100	18
Utilities	<u>12,693</u>	<u>12,591</u>
	<u>42,125</u>	<u>23,105</u>
(DEFICIENCY) EXCESS OF REVENUE OVER EXPENDITURES	<u>\$(1,843)</u>	<u>\$ 5,228</u>

SAWRIDGE INDIAN BAND #19SCHEDULE OF TRUCK STOP OPERATIONSFOR THE PERIOD FROM COMMENCEMENT OF OPERATIONS, JANUARY 19, 1985,TO MARCH 31, 1985

REVENUE		
Restaurant		\$275,215
Service station		453,269
Shop		<u>10,391</u>
		738,875
COST OF SALES		
Restaurant	\$123,678	
Service station	327,269	
Shop	<u>2,312</u>	<u>453,259</u>
GROSS PROFIT		<u>285,616</u>
PAYROLL		
Restaurant	91,648	
Service station	43,771	
Shop	<u>7,387</u>	<u>142,806</u>
OTHER EXPENSES		
Restaurant	12,345	
Service station	4,137	
Shop	3,046	
Bus stop	477	
Administrative	100,617	
Building	<u>36,068</u>	<u>156,690</u>
		<u>299,496</u>
NET LOSS FROM OPERATIONS		<u>\$ 13,880</u>

SAWRIDGE ENTERPRISES LTD.

(incorporated under the laws of the Province of Alberta)

DEMAND DEBENTURE - \$12,000,000.00

WHEREAS:

A. WALTER P. TWINN (herein called the "Holder") as Trustee for the SAWRIDGE INDIAN BAND a band of Indians maintaining a reserve at or near the Town of Slave Lake in the Province of Alberta, has advanced to SAWRIDGE ENTERPRISES LTD. formerly known as Sawridge Native Enterprises Ltd; (herein called the "Company") the sum (herein called the "Present Indebtedness") of TEN MILLION EIGHT HUNDRED SEVENTY THOUSAND (\$10,870,000.00) DOLLARS as evidenced by a series of demand promissory notes, which demand promissory notes were to be further collaterally secured by way of a debenture.

B. The Company has requested an additional sum of money (herein called the "Additional Indebtedness") in the amount of ONE MILLION ONE HUNDRED THIRTY THOUSAND (\$1,130,000.00) DOLLARS.

C. WHEREAS the Holder has agreed to advance the Additional Indebtedness only if the Company grants a debenture to the Holder in the principal amount of TWELVE MILLION (\$12,000,000.00) DOLLARS (herein called the "Principal Sum"), such debenture to secure the Present Indebtedness and to secure the Additional Indebtedness of the Company to the Holder.

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the Company hereby covenants and agrees with the Holder as follows:

1. (a) The Company acknowledges itself indebted to and promises to pay to the Holder on demand, or on such earlier date as the indebtedness hereby secured becomes payable in accordance with

[Faint, illegible text and signature]

the terms of this debenture or by operation of law, at his office located at the Sawridge Indian Reserve, Slave Lake, Alberta or at such other address as the Company may receive written notice of from the Holder from time to time, the Principal Sum together with interest thereon or on so much thereafter as shall from time to time remain unpaid at the rate specified in clause 1(b), such interest being payable before and after demand, default and judgment. Interest at the rate specified shall accrue from and after June 1, 1984, being the interest adjustment date, and shall be calculated half-yearly not in advance on the 1st day of June and on the 1st day of December, in each and every year during which this debenture remains undischarged by the Holder (the first of which calculations and compounding shall be made on the first of such dates next following the interest adjustment date); and

- (b) Interest shall accrue at the rate per annum equal to Three (3%) per cent in excess of the "Prime Rate" as herein defined. The "Prime Rate" means 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 Halifax, in the Province of Nova Scotia) on substantial Canadian Dollar loans to its prime risk commercial customers. It is understood and agreed that the Prime Rate is a variable rate published and charged by The Bank of Nova Scotia from time to time and 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 Prime Rate then in effect plus Three (3%) per annum. The Company 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 Company shall have received notice in respect of any change. It being provided and agreed that interest at the Prime Rate 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 is computed from (and including) the date the Principal Sum or any part thereof is advanced.

2. The amount of the Principal Sum already advanced under and secured by this debenture is the Present Indebtedness and the rate of interest chargeable thereon is the Prime Rate plus Three (3%) per centum per annum calculated half yearly and not in advance. The amount of Principal Sum which remains to be advanced under and secured by this debenture is the Additional Indebtedness and the rate of interest chargeable thereon is the Prime Rate plus Three (3%) per centum per annum calculated half-yearly and not in advance.

3. As security for the due payment of the Principal Sum and interest and all other debts, liabilities and indebtedness of the Company to the Holder, whether such indebtedness arises under this debenture or not, from time to time owing on the security of these presents and for the due performance of the obligations of the Company herein contained:

- (a) The Company hereby mortgages by way of a fixed and specific mortgage and charge to and in favour of the Holder all its estate and interest in fee simple in possession of those parcels of land (herein called the "Lands") situate in the Town of Slave Lake, in the Province of Alberta, more particularly described in the First Schedule hereto and including all buildings, improvements, plant, erections, fixtures and fixed equipment of the Company now or at any time hereafter placed thereon and any and all rights, interests, licenses, franchises and privileges appertaining thereto or connected therewith, and any replacement property subject however to such encumbrances, liens and interests as are described in the first schedule hereto as "Permitted Encumbrances";

- (b) The Company hereby mortgages by way of a fixed and specific mortgage and charge to and in favour of the Holder its leasehold estate in possession and interest in that parcel of land (herein called the "Leased Lands") situate in the Town of Jasper, in the Province of Alberta, more particularly described in the Second Schedule hereto, and including all buildings, improvements, plant, erections, fixtures and fixed equipment of the Company now or at any time hereafter placed thereon and any and all rights, interests licenses, franchises and privileges appertaining thereto or connected therewith, and any replacement property subject however to such encumbrances, liens and interests as are described in the second schedule hereto as "Permitted Encumbrances"; and
- (c) The Corporation hereby grants, assigns, transfers sets over, mortgages, pledges, charges, confirms and encumbers, as and by way of a floating charge, to and in favour of the Holder, all its undertaking and all its property and assets, real and personal, movable and immovable, of whatsoever nature and wheresoever situate, both present and future, including, without in any way limiting the generality of the foregoing, its present and future goodwill, trademarks, inventions, processes, patents and patent rights, franchises, benefits, immunities, materials, supplies, inventories, furniture, equipment, revenues, incomes, contracts, leases, licences, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, choses in actions, stocks, shares, securities, including without limiting the generality of the foregoing its uncalled capital and all other property and things of value tangible or intangible, legal or equitable, including without limitation all interests of the Company under any conditional sales, mortgage or lease agreements subject however to such encumbrances, liens and interests as are described in the third

schedule hereto as "Permitted Encumbrances"; Provided that the floating charge created in this clause 3(c) shall not in any way hinder or prevent the Company (until the security hereby constituted shall have become enforceable) from leasing, mortgaging, pledging, selling, alienating, assigning, giving security to its bankers under The Bank Act or otherwise charging, disposing of or dealing with that portion of the Mortgaged Property that is subject to the floating charge in the ordinary course of its business and for the purpose of carrying on the same and without limitation shall not hinder or prevent the Company from borrowing from bankers or others upon the security of the Company's accounts or bills receivable or mercantile documents or any other property, such sums of money as the Company may from time to time deem necessary in the ordinary course of the Company's business and for the purpose of carrying on the same.

- (d) It is acknowledged that the property charged by clauses 3(a), 3(b), and 3(c) is herein collectively called the "Mortgaged Property".

4. Neither the execution nor registration nor acceptance of this debenture, nor the advance of part of the monies secured hereby shall bind the Holder to advance the entire sum or any unadvanced portion thereof, but nevertheless this debenture and the mortgage and charge hereby created shall take effect forthwith upon the execution hereof, whether the monies hereby secured shall be advanced before, after or upon the date of execution of these presents, and if the Principal Sum or any part thereof shall not be advanced at the date hereof, the Holder may advance the same in one or more sums to the Company or to its order at any future date or dates, and the amounts of such advances when so made shall be secured hereby and be repayable with interest as herein provided.

5. This Debenture is issued subject to and with the benefit of the conditions and schedules hereto annexed which are deemed to be part of it.

In witness whereof the Company has executed this debenture by the hands of its duly authorized officers in that behalf and under its corporate seal this 21 day of January, 1985.

SAWRIDGE ENTERPRISES LTD.

Per: Walter P. [Signature]
President

(corporate seal)

Per: [Signature]
Secretary

CONDITIONS OF DEBENTURE

THE FOLLOWING ARE THE CONDITIONS REFERRED TO IN THE DEBENTURE DATED JANUARY 21, 1985 AND TO WHICH THESE CONDITIONS ARE ATTACHED.

THE COMPANY HEREBY COVENANTS AND AGREES WITH THE HOLDER THAT:

1. This debenture is a single debenture securing the Principal Sum of TWELVE MILLION (\$12,000,000.00) DOLLARS, interest and all other sums made payable by this debenture and is a charge upon the Mortgaged Property and the Company is not at liberty to create any mortgage or charge in priority to or pari passu with this debenture, save as specifically provided herein.

2. The Company lawfully owns and is lawfully in possession of the Mortgaged Property; that it has a good right and lawful authority to grant, convey, assign, transfer, hypothecate, mortgage, pledge and/or charge the Mortgaged Property as herein provided; that the Mortgaged Property is free and clear of any deed of trust, mortgage, lien or similar charge or encumbrance except such as are known to and permitted by the Holder and as set out in Schedules 1, 2 and 3 and called the "Permitted Encumbrances"; that on default the Holder shall have quiet possession of the Mortgaged Property, free from all encumbrances save as herein provided; and that it will warrant and defend the title of the Mortgaged Property and every part thereof, whether now owned or hereafter acquired by the Company, against the claims and demands of all persons whomsoever.

3. This debenture is given as additional and collateral security to and not in substitution for a series of 13 promissory notes (the "Notes") given by the Company payable to Holder and dated July 31, 1973, July 31, 1974, July 31, 1975, July 31, 1976, July 31, 1977, November 30, 1977, July 31, 1978, December 31, 1978, December 31, 1979, December 31, 1980, December 31, 1981, December 31, 1982, December 31, 1983 and any renewals, replacements or substitutions thereof. Payments made under the Notes shall be credited against payments due hereunder, and vice versa, and notwithstanding anything contained in the Notes or in any renewals,

hereby secured shall forthwith be due and payable upon any default or breach by the Company of any covenant, agreement or provision of this debenture, the whole of the Principal Sum and interest owing under the Notes or any renewals, replacements or substitutions thereof shall likewise and forthwith shall be due and payable.

4. The Company acknowledges that any monies advanced prior to the execution of this debenture were advanced on the condition that this debenture be granted to the Holder as security for such advance.

5. The Company will duly and punctually pay or cause to be paid to the Holder the Principal Sum together with interest accrued thereon, and in the case of default, compound interest, and any other monies due or payable under the debenture at the date and places and in the manner mentioned herein.

6. The Company will maintain its corporate existence, diligently preserve all its rights, powers, privileges, franchises and good will; carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Mortgaged Property and the earnings, income, rents, issues and profits thereof; duly observe, and perform all valid requirements of any governmental or municipal authority relative to the Mortgaged Property or any part thereof and all covenants, terms and conditions upon or under which the Mortgaged Property is held; and exercise any rights of renewal or extensions of any lease, license, concession, franchise or other right, whenever, in the opinion of the Company, it is advantageous to the Company to do so.

7. The Company will punctually pay and discharge every obligation lawfully incurred by it or imposed upon it or the Mortgaged Property or any part thereof, by virtue of any law, regulation, order, direction or requirement of any competent authority or any contract, agreement, lease, license, concession, franchise or otherwise, the failure to pay or discharge which might result in any lien or charge against the Mortgaged

Property or any part thereof and will exhibit to the Holder when required a certificate of the Company's auditor or other evidence establishing such payment; provided that the Company may, upon furnishing such security, if any, as the Holder may require, refrain from paying and discharging any such obligation so long as it shall in good faith contest its liability therefor.

8. The Company does hereby indemnify and save harmless the Holder from all liability and damages of whatsoever nature which may be incurred or caused in connection with the use and operation of the Mortgaged Property or any part thereof.

9. The Company will fully and effectually maintain and keep maintained the security herein created as a valid and effective security at all times and it will not, save as herein permitted, permit or suffer the registration of any lien, privilege or charge of workmen, builders, contractors, architects or suppliers of materials upon or in respect of the Mortgaged Property or any part thereof which would rank prior to or pari passu with this debenture; provided that the registration of such lien, privilege or charge shall not be deemed to be a breach of this covenant if the Company shall desire to contest the same and shall give security to the satisfaction of the Holder for the due payment or discharge of the amount claimed in respect thereof in case it shall be held to be a valid lien, privilege or charge.

10. The Company will not, without prior written consent of the Holder permit any of its lessees to pay to the Company or to any party whomsoever other than the Holder, in advance of the time specified in any lease (or renewal thereof) of space or premises in the building situate on the Lands or Leased Lands the rentals payable thereunder or permit any such lessee to surrender any lease of such space or premises, or otherwise terminate the term granted by such lease or other renewal thereof, or materially alter or amend or agree to alter or amend any of the provisions of such lease or any renewal thereof.

11. The last day of any term of years or any extended term as the case may be reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company is excepted out of the Mortgaged Property but the Company shall stand possessed of any such reversion upon trust to assign and dispose thereof as the Holder may direct.

12. (a) The Company will keep proper books of account and make therein true and faithful entries of all dealings and transactions in relation to its business, permit the Holder by its agents, auditors and accountants to examine the books of account, records, reports and other papers of the Company or to conduct an audit of its books and accounts by a qualified accountant selected by the Holder and for such purposes the Company shall make available to such persons all books of record and all vouchers, books, papers and documents which may relate to the Company's business, who may make copies thereof and take extracts therefrom.

(b) The Company will during the continuance of this Debenture and until the same has been discharged by the Holder furnish to the Holder annually within ninety (90) days of the end of each of the Company's fiscal years, balance sheets and statements covering the operations of the Company upon the Lands and the Leased Lands for the preceding year, and in each case with supporting schedules, detailed profit and loss accounts and explanations of all items of an unusual nature, all audited by a chartered accountant or firm of chartered accountants satisfactory to the Holder; and as well copies of every audited financial statement or statements which may be prepared from time to time of the Company's affairs;

(c) The officers or authorized agents of the Holder shall have the right to visit and inspect the Mortgaged Property or any part thereof and discuss the affairs, finances and accounts of the

Company with the officers of the Company, all upon reasonable notice, at reasonable times and as often as the Holder may reasonably require.

13. The Company will pay when and as the same fall due all taxes, rates, assessments, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Mortgaged Property, or which may be validly levied, assessed or imposed upon it or upon the Mortgaged Property; provided that in respect of municipal taxes against the Mortgaged Property or any part thereof upon default of payment by the Company of taxes as aforesaid, then the Holder may pay such taxes and also any liens, charges and encumbrances which may be charged against the Mortgaged Property, but shall not be obligated so to do, and all monies expended by the Holder for any such purposes shall be added to the Principal Sum hereby secured and be repaid by the Company to the Holder forthwith and interest on the unpaid amount shall be at the Prime Rate plus Three (3%) per centum per annum until such sum together with interest is paid calculated from the date of payment by the Holder.

14. All erections, buildings, fences, machinery, plant and improvements, fixed or otherwise, now or hereafter put upon the Lands and Leased Lands including, but without limiting the generality of the foregoing, all furnaces, boilers, plumbing, heating and airconditioning equipment, elevators, light fixtures, storm windows, storm doors and screens and all apparatus and equipment appurtenant thereto, are and will, in addition to any other fixtures thereon, become fixtures and form part of the realty and of the security of this debenture, and the Company will not permit any act of waste thereon.

15. The Company will repair and keep in good order and condition all buildings, erections, machinery and other plant and equipment and appurtenances thereto, the use of which is necessary or advantageous in connection with its business, up to a modern standard of usage and maintain the same consistent with the best practice of other companies working similar undertakings; renew and replace all and any of the same

which may be worn, dilapidated, unserviceable, obsolete, inconvenient or destroyed, or may otherwise require renewal or replacement and at all reasonable times allow the Holder or its representatives access to its premises in order to view the state and condition the same are in, and in the event of any loss or damage thereto or destruction thereof the Holder may give notice to the Company to repair, rebuild, replace or reinstate within a time to be determined by the Holder to be stated in such notice and upon the Company failing to so repair, rebuild, replace or reinstate within such time such failure shall constitute a breach of covenant hereunder.

16. The Company will not remove or destroy the buildings or any machinery, fixtures or improvements thereon now or hereafter in, upon or under the buildings or the Lands and Leased Lands, unless the same be worn out or rendered unfit for use or unless such removal is with a view to immediately replace the same by other property of greater or of at least equal value, unless it shall appear by a certificate of the Company delivered to the Holder and the Holder concurs, that such property is no longer useful in the conduct of the Company's business, and need not be replaced.

17. If the Company shall fail to perform any covenant on its part herein contained the Holder may in its discretion, but shall not be obligated to perform any of the said covenants capable of being performed by it, and if any such covenant requires the payment or expenditure of money it may make such payments or expenditures and all sums so expended or advanced shall be at once repayable by the Company and shall bear interest calculated from the date such sums are expended by the Holder at the Prime Rate plus Three (3%) per annum until paid and shall be secured hereby as is the Principal Sum, but no performance or payment shall be deemed to relieve the Company from any default hereunder.

18. All proper inspectors', lawyers, valuers' and surveyors' fees and expenses for examining the Mortgaged Property and the title thereto and for making or maintaining this debenture and charge upon the Mortgaged Property, together with all sums which the Holder may and does from time

to time advance, expend or incur hereunder for principal, insurance premiums, taxes, rates or in or towards payment of prior liens, charges, encumbrances or claims charged or to be charged against the Lands, Leased Lands or other Mortgaged Property, or in repairing, replacing or reinstating the Mortgaged Property as hereinbefore provided, or in inspecting, leasing, managing or improving the Mortgaged Property or in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder including legal costs as between solicitor and his own client relative thereto are to be secured hereby and shall be a charge upon the Mortgaged Property together with interest at the Prime Rate plus three (3%) per annum, and all such monies shall be repayable to the Holder on demand.

19. (a) The Company shall at its sole expense forthwith insure and during the continuance of this security keep insured against loss or damage by fire, lightning, explosion, smoke, tornado, cyclone, boiler or such other risks or perils as the Holder may deem expedient or require, with extended coverage and replacement cost endorsements, each and every building now or hereafter erected or placed on the Lands and Leased Lands (and if the property of the Company, the said contents) to their full insurable value, excluding in the case of buildings the cost of excavations and foundations, and in any event to the extent of at least the full insurable value thereof with an insurance company or companies to be approved by the Holder and subject thereto the Company shall duly maintain the amount of insurance thereon that may be required by any co-insurance clause in any such policy.

(b) The Company shall at its sole expense forthwith insure and during the continuance of this security shall maintain public liability insurance policies in an amount which shall be satisfactory to the Holder and shall name the Holder as an insured under those policies.

20. In the event of loss, the Holder at its option and as it in its sole discretion may deem appropriate, may apply the insurance proceeds regressively against the balance outstanding against the Company or release said proceeds to the Company to repair, replace or rebuild, or apply the said proceeds or any part thereof to repair, replace or rebuild or partly one and partly the others, and that nothing done under this paragraph shall operate as payment or novation or in any way affect the security hereof or any other security for the amount hereby secured.

21. The Company shall also insure and keep insured against loss or damage by the same perils in like manner in like companies or by other approved insurers and to their full insurable value all of its property which is of a character usually insured by same or similar locations and carrying on a business similar to that of the Company.

22. The Company shall promptly pay as they become due all premiums and all other sums payable for maintaining all such insurance and will not do or suffer anything whereby such insurance may be vitiated. The loss under such policy or policies of insurance shall, where appropriate, be made payable to the Holder as its interest may appear and subject to a standard mortgage clause. The Company will forthwith deliver to the Holder such policy or policies of insurance or certified copies thereof and the receipts proving payment of the premiums thereto appertaining. Each policy may be kept by the Holder during the currency of this debenture and until the debenture is discharged by the Holder and should an insurer at any time cease to have the approval of the Holder the Company will forthwith effect such new insurance as the Holder may desire. Notwithstanding anything to the contrary herein contained, if the Company does not keep the Mortgaged Property insured as aforesaid, or pay the said premiums, or deliver such receipts and produce to the Holder at least thirty (30) days before the termination of the insurance then existing proof of renewal thereof, then the Holder will be entitled, but not obligated, to insure the Mortgaged Property or any part of them, and all monies expended by it shall be repaid by the Company on demand, and in the meantime the amount of such payments shall be added to the Principal Sum

hereby secured and shall bear interest at the Prime Rate plus three (3%) per cent per annum from the time of such payment and all such payments shall become a part of the Principal Sum secured by this Debenture and shall be a charge upon the Mortgaged Property. All monies received by virtue of any such policy or policies may at the option of the Holder either be forthwith applied in or towards the payment of the Principal Sum. And in case of surplus then it may be paid over in whole or in part to the Company. On the happening of any loss or damage to Mortgaged Property the Company shall forthwith notify the insurer and the Holder and the Company at its expense shall complete all the necessary proofs of loss and do all necessary acts to enable the Holder to obtain payment of the insurance monies.

23. The Holder may release any part or parts of the Mortgaged Property at its discretion, either with or without any consideration therefor, without being accountable for the value thereof, or any monies except those actually received by it, and without releasing thereby any other part of the Mortgaged Property or any other securities and without releasing the Company from any other covenants herein expressed or implied.

24. That the Company shall when so directed by the Holder execute, acknowledge, issue and deliver unto the Holder by the proper officers of the Company, deeds or indentures supplemental hereto which thereafter shall form part hereof for any one or more of the following purposes:

- (a) correcting or amplifying the description of any property specifically mortgaged, pledged or charged or intended so to be;
- (b) making any corrections or changes as Counsel advises are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or clerical omission or mistake or manifest error contained herein or in any deed or indenture supplemental or ancillary hereto; and

- (c) executing any other documents or performing any other acts which are reasonably required to better secure the Holder under the debenture.

C. IT IS AGREED BETWEEN THE PARTIES HERETO THAT:

25. The whole of the Principal Sum and interest and other monies owing under the debenture hereby secured, shall at the option of the Holder, immediately become due and payable without demand and the security hereby constituted shall become enforceable:

- (a) if the Company makes default in the payment of the Principal Sum, interest or other monies hereby secured, or in the observance or performance of any covenant, condition or proviso binding upon the Company by virtue of these presents or makes default under any of the covenants contained in any security collateral, supplemental or separate to this debenture, whether or not the Company is in default hereunder;
- (b) if an order is made or an effective resolution passed for the winding up of the Company;
- (c) if the Company becomes insolvent or makes an authorized assignment or commits an act of bankruptcy or is subject to the provisions of the Bankruptcy Act or any successor or replacement legislation or any other bankruptcy or insolvency legislation;
- (d) if any process of execution is enforced or levied upon the Mortgaged Property or any part thereof and remains unsatisfied for a period of five (5) days as to personal property and three (3) weeks as to real property, provided that such process of execution is not in good faith disputed by the Company and in that event provided further that nonpayment shall not, in the sole discretion of the Holder, jeopardize or impair its interests, and that further the Company shall in that event also

give additional security which in the discretion of the Holder shall or may be sufficient to pay in full the amount claimed under any such execution in the event that it shall be held to be valid;

- (e) if a receiver of the Company's undertaking or any part thereof shall be appointed or if the security constituted by any mortgage, bond, trust deed or other debenture or debentures of the Company heretofore or hereafter issued shall become enforceable pursuant to the terms and conditions therein contained;
- (f) if the Company shall except as may be specifically allowed herein sell or dispose of or in any way part with possession of the Mortgaged Property, or any substantial portion thereof or make a bulk sale of its assets, or remove or suffer the removal of the furnishings, chattels and equipment forming a part of the Mortgaged Property or any part thereof from the Lands or Leased Lands;
- (g) if a charge, or encumbrance created or issued by the Company having the nature of a floating or fixed charge upon the Mortgaged Property shall become enforceable;
- (h) if the Company ceases or threatens to cease to carry on its business;
- (i) if the Company shall without the consent of the Holder make or attempt to make any alterations in the provisions of its By-Laws or Articles of Incorporation which might in the sole discretion of the Holder detrimentally affect its security;
- (j) if the Company shall, without the permission of the Holder, create or propose or attempt to create, any charge or mortgage

ranking or which may be made to rank pari passu with or in priority to the security hereby constituted;

(k) if the Company is in default in respect of any indebtedness to any creditor of the Company; and

(l) in any circumstance in which the Holder, in his sole discretion, deems it necessary to protect his security.

26. All payments made by the Company to the Holder shall be applied to interest then outstanding, and the remainder, if any, against the principal.

27. This debenture shall be assignable by the Holder without notice to the Company. Further the Holder may negotiate the debenture without notice to the Company at any time during the currency of the debenture and until the same has been discharged by the Holder.

28. The Company shall immediately, upon request by the Holder, pledge the debenture to the Holder.

29. Upon the happening of any event upon which the security hereby constituted becomes enforceable as in clause 25 hereof, and in addition to all other rights and remedies to which the Holder is entitled either at law or equity the Holder may, without notice to the Company, enter upon and take possession of the Mortgaged Property or any part thereof, either by itself or its agents and may, in its discretion, whether in or out of possession, and either before or after making any such entry, lease or sell, call in, collect or convert into money the same or any part thereof for such terms, periods and at such rents as the Holder shall think proper. Any such sale or conveyance of all or any part of the Mortgaged Property may be either a sale en bloc or in such parcels and either by public auction or by private contract and with or without any special conditions as to upset price, reserve bid, title or evidence of title or other matter as from time to time the Holder in its discretion thinks fit,

with power to vary or rescind any such contract of sale or buy in at any such auction and resell with or without being answerable for any loss. The Holder may at any sale of the Mortgaged Property or any part thereof, sell for a purchase consideration payable by installments either with or without taking security for the second and subsequent installments and may make and deliver to the purchaser good and sufficient transfers, assurances, and conveyances of such Mortgaged Property and give receipts for the purchase money, and any such sale shall be a perpetual bar both at law and in equity against the Company and all others claiming the Mortgaged Property or any part thereof by, from or under the Company. The Holder may become purchaser at any sale of the Mortgaged Property made pursuant to judicial proceedings. Nothing herein contained shall curtail or limit the remedies of the Holder as permitted by any law or statute to a mortgagee or creditor.

30. After the security hereby constituted shall have become enforceable and the Holder shall have determined to enforce the same, the Holder may without notice to the Company, by writing appoint a receiver or receivers of the Mortgaged Property or any part thereof and may remove any receiver so appointed and appoint another in his stead and the following provisions shall take effect:

- (a) such appointment may be made at any time either before or after the Holder shall have entered into or taken possession of the Mortgaged Premises or any part thereof;
- (b) any such receiver may be vested with any of the powers and discretions of the Holder;
- (c) such receiver may carry on the business of the Company or any part thereof;
- (d) such receiver shall have, possess and may exercise all powers vested or herein conferred upon the Holder including its power of sale of the security or part or parts thereof;

- (e) such receiver may, with the consent of the Holder borrow money for the purpose of carrying on the business of the Company, or the maintenance of the Mortgaged Premises or any part of parts thereof, or for other purposes approved by the Holder and any amount so borrowed together with interest thereon shall form a charge upon the Mortgaged Property in priority to the security of this debenture;
- (f) the Holder may from time to time fix the remuneration of every such receiver and direct the payment thereof out of the Mortgaged Property or the proceeds thereof; and
- (g) every such receiver shall, so far as concerns responsibility for his acts, be deemed to be the agent of the Company.

The term "receiver" as used in this debenture includes a receiver and manager.

31. In case the amount realized under any sale of the Mortgaged Property shall be insufficient to pay the whole of the principal, interest, costs, charges and expenses then due, the Company shall and will forthwith pay or cause to be paid unto the Holder any such deficiency.

32. For better securing the punctual payment of the Principal Sum and interest, and other amounts hereby secured the Company hereby attorns and becomes tenant to the Holder in regard to the Lands at a rental equivalent to the amounts hereby secured, and if the whole of the balance of the monies hereby secured shall become immediately due and payable and the security hereby constituted shall become enforceable as hereinbefore provided then such rental shall, if not already payable, be payable immediately thereafter. The legal relationship of landlord and tenant is hereby constituted between the Holder and the Company. The Holder may at any time after default hereunder enter upon the Lands and determine the tenancy hereby created without giving the Company any notice to quit. Neither this clause or anything by virtue thereof or any acts of the

receiver shall render the Holder a mortgagee in possession or accountable for any monies except those actually received.

33. The taking of a judgment or judgments under any of the covenants hereunder or pursuant to any collateral, additional or separate security will not operate as a merger of the said covenants or affect the Holder's right to interest at the rate and upon the terms aforesaid, and compound interest in the manner aforesaid, and the exercise or attempted exercise of one or more of the Holder's rights or remedies will not operate as a waiver of the remainder thereof and any and all of the said rights or remedies may be exercised successively or concurrently.

34. The Company hereby covenants and agrees with the Holder that it will at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, mortgages, transfers and assurances in law as the Holder hereof shall reasonably require for the better assuring, mortgaging, assigning, and confirming unto the Holder the Mortgaged Property hereby mortgaged and charged or intended so to be or which the Company may hereafter become bound to mortgage and charge in favour of the Holder and for the better accomplishing of the intentions of this debenture.

35. In the event of default the Company hereby irrevocably appoints the Holder to be the attorney of the Company in the name and on behalf of the Company to execute and do any and all deeds, transfers, conveyances, assignments, assurances and things which the Company ought to execute and do under the covenants and provisions herein contained, and generally to use the name of the Company in the exercise of any or all of the powers hereby conferred on the Holder.

36. No remedy herein or in any collateral, additional or separate security conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under any security collateral hereto or now existing or hereafter to

exist by law or by statute, and the Holder may proceed to realize upon such security howsoever created and to enforce the rights of the Holder thereunder by any one or more of such remedies or any combination of them and in such order as it may deem expedient and shall not release or effect any other security held by the Holder for the payment of the Principal Sum, interest and other sums to be paid hereunder.

37. Except as otherwise herein provided, the monies arising from any sale or other realization of the whole or any part of the Mortgaged Property after default, whether under any sale by the Holder or by judicial process or otherwise shall be applied:

- (a) firstly, in payment of all sums extended or advanced by the Holder and interest thereon as in this debenture provided including the remuneration, costs and expenses of any receiver, the costs and expenses of the sale and the proceedings incidental thereto and all encumbrances, taxes, dues, rates, assessments and other charges on the Mortgaged Property (except those subject to which such sale shall have been made), ranking in priority to this debenture and the interest thereon;
- (b) secondly, in payment of the accrued and unpaid interest and interest on overdue interest;
- (c) thirdly, in payment of the Principal Sum pursuant to this debenture; and
- (d) fourthly, as to the surplus (if any) of such monies in payment to the Company or its assigns.

38. No person dealing with the Holder or the receiver or their agents, shall be under any obligation to inquire whether the security hereby constituted has become enforceable or whether the powers which the Holder or receiver is purporting to exercise have become exercisable, or whether any money remains due upon the security of this debenture, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made or otherwise as to the propriety or

regularity of any sale or of any other dealing by the Company or receiver with the Mortgaged Property.

39. Every request, notice, account, bill or other communication provided for in this debenture or arising in connection therewith shall be in writing and shall be mailed or delivered to such parties addressed as follows:

The Company: Sawridge Enterprises Ltd.
P.O. Box 326
Slave Lake, Alberta

The Holder: Sawridge Indian Band
Sawridge Indian Reserve
Slave Lake, Alberta

Any party may change its mailing and/or delivery address or addresses by giving to the other party written notice to that effect. Every notice, request, account or other communication mailed at any Post Office in Canada in prepaid registered post in an envelope addressed to the party or parties to whom the same is directed, shall be deemed to have been given to and received by the addressee on the second business day following mailing as aforesaid.

40. No action or inaction on the part of the Holder shall constitute a waiver of any default under the debenture by the Company unless the holder notifies the Company in writing that the Holder is waiving that particular default.

41. Time shall be of the essence.

42. If any obligation, covenant or agreement in this debenture or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this debenture or the application of such covenant, obligation and agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation

and agreement shall be separately valid and enforceable to the fullest extent permitted by law.

43. This debenture shall be construed in accordance with and shall be governed by the laws of the Province of Alberta.

44. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and words importing persons shall include companies and trusts as the context may require.

45. This debenture shall enure to the benefit of the Holder and its successors and assigns and shall be binding upon the Company, and its successors and assigns.

IN WITNESS WHEREOF the Company has executed these Conditions under its corporate seal duly attested by the hands of its proper officers in that behalf, this 21 day of January, A.D. 1985.

SAWRIDGE ENTERPRISES LTD.

Per: Walter J. ...

(corporate seal)

Per: G.V. ...

FIRST SCHEDULE

FIRSTLY: LOT ONE (1)
CONTAINING ONE AND TWELVE HUNDREDTHS (1.12) ACRES
MORE OR LESS
IN BLOCK FIVE-A (5-A)
ON PLAN 3225 T.R.
EXCEPTING THEREOUT:

ACRES	PLAN SUBDIVISION	NUMBER
0.01		752 0877

(SLAVE LAKE - SE 36-72-6-5)

EXCEPTING THEREOUT ALL MINES AND MINERALS.

Permitted Encumbrances:

1. Mortgage in favour of Her Majesty the Queen in Right of Canada registered as instrument #3673 SS
2. Caveat registered in favour of the Societe Generale (Canada) and registered as instrument #832202427.

SECONDLY: LOT TWO (2)
CONTAINING FOUR AND NINETY SIX HUNDREDTHS (4.96) ACRES
MORE OR LESS
IN BLOCK FIVE-A (5-A)
ON PLAN 3225 T.R.
(SLAVE LAKE - SE 36-72-6-5)

EXCEPTING THEREOUT ALL MINES AND MINERALS.

Permitted Encumbrances:

1. Mortgage in favour of Her Majesty the Queen in Right of Canada registered as instrument #3673 SS
2. Mortgage in favour of Alberta Opportunity Co. registered as instrument #5399 U.B.
3. Postponement registered as instrument #1545 UK and
4. Caveat in favour of Societe Generale (Canada) registered as instrument #832202427.

SECOND SCHEDULE - LEASEHOLD

PLAN 4458 R.S.
THE WHOLE OF PARCEL CG
CONTAINING 1.17 HECTARES, MORE OR LESS
JASPER

Permitted Encumbrances:

1. Mortgage registered as instrument No. 832187939 to Societe Generale (Canada)
2. Caveat in favour of Societe Generale (Canada) registered as instrument No. 832202425

THIRD SCHEDULE-

Permitted Encumbrances:

1. a debenture in the principal amount of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS in favour of the Alberta Opportunity Company and registered on the mortgage register at the Corporations Branch on September 19, 1973.
2. a chattel mortgage in favour of the Societe Generale (Canada) and registered at the Central Registry as instrument No. 432294 and in the mortgage register at the Corporations Branch on August 4, 1983 in the principal amount of Eleven Million, Five Hundred Thousand (\$11,500,000.00) Dollars; and
3. an assignment of book debts in favour of the Societe Generale (Canada) and registered at the Central Registry as instrument No. 432573.

MINUTES OF A MEETING OF THE DIRECTORS OF
SAWRIDGE HOLDINGS LTD. held at the offices of
David A. Fennell, Professional Corporation,
#910, 10310 Jasper Avenue, Edmonton, Alberta,
on the 16th day of April, A.D. 1985, at the hour of
10:00 o'clock in the forenoon.

PRESENT:

WALTER P. TWINN
GEORGE TWIN
SAM TWIN

being all of the Directors.

All the Directors 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 and GEORGE TWIN acted as secretary.

On motion duly made, seconded and unanimously carried, it was resolved that a resolution be passed authorizing the issuance of 15 Class "A" Common shares pursuant to the Transfer Agreement and authorizing the issuance of the Promissory Notes pursuant to the Transfer Agreement attached hereto as Schedule "A".

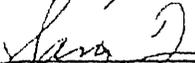
There being no further business, the meeting then adjourned.



WALTER P. TWINN



GEORGE TWIN



SAM TWIN

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

TRANSFER AGREEMENT

BETWEEN:

WALTER PATRICK TWINN, SAM TWINN, and GEORGE TWINN
(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.

.../5

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 19/53
Date

M Capenhurst
Witness

Walter Twinn
Walter Patrick Twinn

Dec 19/53
Date

M Capenhurst
Witness

Sam Twinn
Sam Twinn

Dec 19/53
Date

M Capenhurst
Witness

George Twinn
George Twinn

Dec 19/53
Date

Witness (c/s)

Sawridge Holdings Ltd.
Walter Twinn

SCHEDULE "A"

<u>Description</u>	<u>Adjusted Cost</u> <u>Base</u>	<u>Consideration</u>
<p>1. <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</p> <p>excepting thereout:</p> <p>(a) 22.6 Hectares (55.73 acres) more or less described in Certificate of Title No. 227-V-136;</p> <p>(b) 0.158 Hectares (1.28 acres) more or less as shown on Road Plan 469 L.Z.</p>	<p>\$100,000.00</p>	<p>Primissory Note in the amount of \$100,000.00 1 Common share in Sawridge Holdings Ltd.</p>
<p><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.</p>	<p>Land \$ 64,633.00</p> <p>Equipment \$135,687.00</p>	<p>Promissory Note in the amount of \$200,320.00 1 Common Share in Sawridge Holdings Ltd.</p>

<u>description</u>	<u>Adjusted Cost</u> <u>Base</u>	<u>Consideration</u>
<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 Ltd.
<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 Ltd.
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 Ltd.
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 Ltd.

Description

Consideration

Shares in Companies

1. Sawridge Holdings Ltd.

Walter Patrick Twinn -
20 Class "A" common

George Twinn -
2 Class "A" common

Walter Felix Twinn -
10 Class "A" common

2. Sawridge Enterprises Ltd.

Walter P. Twinn -
1 share

G. Twinn -
1 share

George Twinn -
1 share

1 common share in
Sawridge Holdings Ltd.

1 common share in
Sawridge Holdings Ltd.

1 common share in
Sawridge Holdings Ltd.

3. Sawridge Development Co. (1977) Ltd.

Walter P. Twinn -
8 common

Sam Twinn -
1 common

Walter Felix Twinn -
1 common

1 common share in
Sawridge Holdings Ltd.

1 common share in
Sawridge Holdings Ltd.

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.
<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.

IDENTIFICATION SHEET

FOR C/A STARTER KIT

SAWRIDGE BAND

INTER VIVOS

SETTLEMENT

NOTE: For Bank Use Only
Tear Off Before
Issuing To Customer

THE BANK OF NOVA SCOTIA
P. O. BOX 728
SLAVE LAKE, ALTA. T0G 2A0



CHECK FOR
CORRECT ADDRESS

CHECK ACCOUNT NUMBER
WITH CONTROL SHEET
BEFORE ISSUING TO CUSTOMER



⑆80739⑆002⑆00618⑆16⑆

1040316 (10/82)

Scotiabank
THE BANK OF NOVA SCOTIA

RECEIPT OF DEPOSIT

ACCOUNT NUMBER	618-16
TRANSIT NUMBER (IF ABB)	
AMOUNT	100.00

RECEIPT OF DEPOSIT

DATE: _____

AMOUNT: _____

00789-602

TELLER'S STAMP

RESOLUTION OF DIRECTORS OF
SAWRIDGE HOLDINGS LTD.

The following is a resolution of the Directors of
Sawridge Holdings Ltd., duly passed at a meeting of the Directors
on the 16 day of APRIL, 1985.

IT WAS RESOLVED AS A RESOLUTION THAT:

1. That Sawridge Holdings Ltd. issue 13 new Class "A" Common shares
from Treasury as per Transfer Agreement attached.

2. That the aforementioned shares be issued in the following manner:

- 10 Class "A" Common shares to Walter P. Twinn,
- 2 Class "A" Common shares to Sam Twin
- 1 Class "A" Common share to George Twin
- 1 Class "A" Common Share to David A. Fennell

DATED at the City of Edmonton, in the Province of Alberta, this 16
day of APRIL, A.D. 1985.



ASSIGNMENT OF DEBENTURE

THIS INDENTURE MADE THIS 15th day of April, A.D. 1985

BETWEEN:

WALTER P. TWINN
as Trustee of the Sawridge Indian Band
(hereinafter called the "Assignor")

OF THE FIRST PART

AND:

WALTER P. TWINN, SAM TWIN, AND GEORGE TWIN
As Trustees for the Sawridge Band Inter Vivos Settlement

(hereinafter called "the Assignees")

OF THE SECOND PART

WHEREAS the Assignor holds a certain debenture made in writing and executed on the 21st day of January, 1985, between Sawridge Enterprises Ltd. and the Sawridge Indian Band through its Chief Walter P. Twinn acting Trustee as holder, in the principal amount of \$12,000,000.00.

AND WHEREAS the Assignor has agreed to assign all of its interest in the aforesaid debenture to the Assignees.

AND WHEREAS the Assignees have consented to such assignment.

NOW THEREFORE, in consideration of the sum of \$1.00 together with other good and valuable consideration the adequacy and sufficiency whereof is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. The said Assignor does hereby assign all its interest in the said debenture as hereinbefore described to the said Assignees to have and to hold the said interest in the said debenture, unto and to the use of the Assignees, their heirs and assigns forever, subject to the terms, covenants contained in the said debenture.

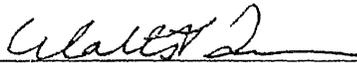
2. The said Assignor hereby covenants with the said Assignees that there is now due or accruing due and unpaid under the said debenture, the sum of \$13,157,219.89.

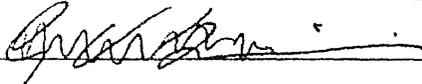
3. The said Assignor covenants that it has done no act or permitted any act to encumber its interest in the said debenture, and it has not done or permitted any act, neither has it been guilty of any omission or laches whereby the said debenture has become in part or entirely in any way impaired or invalid and has not released, assigned, hypothecated or discharged nor has any covenant, condition, or proviso contained in the said debenture been discharged or waived or any breach or non-performance of any covenant contained in the said debenture been waived or condoned and that the Assignor will, upon the request to do so from the Assignees do, perform, or execute every act necessary to enforce the full performance of the covenants or any other matter contained in the said debenture. For the purposes of enforcing all rights of the Assignor, being the SAWRIDGE INDIAN BAND, in the said debenture, the said Assignor does hereby nominate, constitute and appoint the Assignees its true and lawful attorney, irrevocable and to use the name of the Sawridge Indian Band in securing the enforcement of all such rights contained in the debenture.

NOW WHEREFORE the Assignor and Assignee have hereunto affixed their signatures on the day and month and year first written above.

SAWRIDGE INDIAN BAND

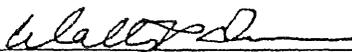
Per:



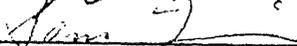


SAWRIDGE BAND INTER VIVOS SETTLEMENT

Per:







29/1-97182/4-161184jah

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

IN THE MATTER OF the Debenture
(the Debenture") executed the 21
day of January , 1985 granted by
Sawridge Enterprises Ltd. in
favour of the Sawridge Indian Band
(hereinafter collectively referred
to as the "Holder")

STATUTORY DECLARATION

I, Walter B. Twinn, of the Sawridge Indian Band Reserve near Slave Lake in the Province of Alberta, having been duly sworn, do hereby depose and say:

1. THAT I am the President of Sawridge Enterprises Ltd. (the "Corporation"), and as such have knowledge of the affairs of the Corporation.

2. THAT I have examined the debenture of even date.

3. THAT all machinery, and equipment owned by or in the possession of the Corporation or used by it in connection with its business is wholly owned by the Corporation, the purchase price thereof having been paid in full and no mortgage, privilege, lien, charge, encumbrance, right, title or interest therein is claimed by or vested in any other person, except for:

(a) the Alberta Opportunity Company pursuant to a debenture in the principal amount of \$500,000.00 and registered at the Corporations Branch on September 19, 1973; and

(b) a chattel mortgage in favour of the Societe Generale (Canada) in the principal amount of \$11,500,000.00 and registered at the Corporations Branch and at Central Registry on August 4, 1983.

4. THAT the Corporation is not the proprietor or owner of any other real property or chattels in the Province of Alberta or elsewhere, other than as described in the Debenture.

5. THAT the Corporation is a valid and subsisting corporation in good standing is registered under the laws of the Province of Alberta the only jurisdiction in which it carries on business and it does not hold assets or carry on business in any other provincial jurisdiction and the Corporation has the corporate power and authority to carry on its business as now conducted and holds any permits necessary for the conduct of its business; that I know of no proceedings to condemn, expropriate, purchase or otherwise acquire the business or any property of the Corporation; and that the Corporation, is not in default in the payment of any taxes, rates or assessments having priority over the Debenture.

6. THAT the following person(s), has(have) been and is(are) duly and properly authorized by the Corporation, to execute the Debenture and other related documents and the signatures shown opposite their names are their signatures:

Sample Signature Walter P. Twinn
President, Walter P. Twinn

Sample Signature George Twinn
Secretary, George Twinn

7. THAT the Corporation is as of the date hereof indebted to the shareholders in the amounts specified below:

<u>Shareholder</u>	<u>Amount</u>
Not known	

8. THAT the resolutions adopted by the Corporation respecting the issuance and granting of the Debenture and the signing of any other Agreements all in favour of the Holder were duly and properly adopted by the Board of Directors of the Corporation and ratified by the Shareholders of the Corporation and are of full force and effect.

9. That the shareholders and directors of the Corporation have not and will not grant any security which ranks in priority to the Debenture except for the security described below, being already consented to by the Holder:

- (a) a mortgage in favour of Her Majesty The Queen in right of Canada, registered at the Land Titles Office ("L.T.O.") as Instrument No. 3673 SS;
- (b) a caveat in favour of the Societe Generale (Canada) registered at the L.T.O. as Instrument No. 832202427.
- (c) a mortgage in favour of the Alberta Opportunity Company registered at the L.T.O. as Instrument No. 5399 UB;
- (d) a postponement registered at the L.T.O. as Instrument No. 1545 U.K.;
- (e) a mortgage in favour of the Societe Generale (Canada) registered at the L.T.O. as Instrument No. 832187939;
- (f) a caveat in favour of the Societe Generale (Canada) registered at the L.T.O. as Instrument No. 832202425.
- (g) a debenture in the principal amount of \$500,000.00 in favour of the Alberta Opportunity Company registered at the Corporations Branch on September 19, 1973;

- (h) a chattel mortgage in favour of the Societe Generale (Canada) and registered at Central Registry as Instrument No. 432294 and at the Corporations Branch on August 4, 1983;
- (i) an assignment of book debts in favour of the Societe Generale (Canada) and registered at the Central Registry as Instrument No. 432573.

10. That the Articles and By-laws of the Corporation do not restrict the authority of the Directors of the Corporation to borrow money secured by the credit of the Corporation as may be provided for pursuant to s.98.1 of the Business Corporations Act of Alberta.

11. That there is no Unanimous Shareholder's Agreement in effect which restricts the authority of the Directors of the Corporation to borrow money secured by the credit of the Corporation as may be provided for pursuant to s.98.1 of the Business Corporations Act of Alberta.

12. That the issuance, execution and delivery of the Debenture and the issuance, execution and delivery of all ancillary documentation does not constitute a breach of covenant or default and will not result in the acceleration of any payment or obligation under any agreement or instrument securing indebtedness of the Corporation.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath under and by virtue of The Canada Evidence Act.

SEVERALLY DECLARED BEFORE ME by)
 the said Waler P. Twinn in the)
 City of Edmonton, in the)
 Province of Alberta 21 day)
 of December, 1984.)

Walter P. Twinn

Kathy Klein
 (A Commissioner for Oaths in and
 for the Province of Alberta).

KATHY KLEIN Cdi 22/85

Sawridge Enterprises Ltd. represents and warrants to the Lender that each of the statements contained in the above Declaration is true and correct.

DATED AT Slave Lake, in the Province of Alberta,
this 21 day of January, A.D. 1985.

SAWRIDGE ENTERPRISES LTD.

Per: Walter J. [Signature] c/s

DECLARATION OF TRUST MADE THIS 16th day of April, A.D. 1985.

BETWEEN:

WALTER PATRICK TWINN, SAM TWIN AND GEORGE TWIN

(hereinafter referred to collectively as the "Old Trustees")

OF THE FIRST PART

and

WALTER PATRICK TWINN, SAM TWIN 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 15, 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.

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

[Signature]

NEW TRUSTEES

[Signature]

INCUMBENCY CERTIFICATE

I, Geroge Twin, do hereby certify that as of the date of this Certificate, the Shareholders, officers and directors of Sawridge Enterprises Ltd., are as detailed below:

<u>1. Shareholders</u>	<u>Number</u>	<u>Category</u>
Walter P. Twinn	1	Class "A" Common
George Twin	1	Class "A" Common
Sam Twin	1	Class "A" Common

2. Directors -

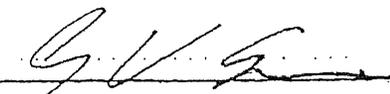
Walter P. Twinn
Sam Twin
George Twin

3. Officers -

Walter P. Twinn - President
George Twin - Secretary

DATED at the City of Edmonton, in the Province of Alberta, this
21 day of January , 1985.

Per:


George Twin-Secretary

18th Floor
Toronto-Dominion Tower
Edmonton Centre
Edmonton, Alberta T5J 3P9
(403) 421-3611
Telex 037-3032
Cable DEHANDS

ACCOUNTANTS' COMMENTS

To the Trustees of
The Sawridge Band Inter-Vivos Settlement Trust:

We have prepared the accompanying balance sheet as at December 31, 1986 and the statement of income and trust balance for the year then ended from the records of The Sawridge Band Inter-Vivos Settlement Trust and from other information supplied to us by the Trustees. In order to prepare these financial statements we made a review, consisting primarily of enquiry, comparison and discussion, of such information. However, in accordance with the terms of our engagement, we have not performed an audit and consequently do not express an opinion on these financial statements.

The investment in the subsidiary is recorded on the cost basis of accounting in the accompanying unaudited financial statements. In this case, generally accepted accounting principles require that the financial statements be prepared on a consolidated basis. The effects of this departure from generally accepted accounting principles on the accompanying unaudited financial statements have not been determined.

Deloitte Haskins & Sells

Chartered Accountants

May 5, 1987

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

BALANCE SHEET

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

<u>ASSETS</u>	<u>1986</u>	<u>1985</u>
CASH	\$ -	\$ 5,094
DUE FROM SAWRIDGE HOLDINGS LTD. (Note 3)	27,696,128	27,756,128
INVESTMENT (Note 4)	<u>32</u>	<u>32</u>
	<u>\$27,696,160</u>	<u>\$27,761,254</u>
 <u>TRUST BALANCE</u> 		
BANK INDEBTEDNESS	\$ 1,406	\$ -
TRUST BALANCE (Note 5)	<u>27,694,754</u>	<u>27,761,254</u>
	<u>\$27,696,160</u>	<u>\$27,761,254</u>

Approved by the Board:

.....Trustee

.....Trustee

✓

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
SOURCES OF CASH		
Operations	\$(66,500)	\$3,258,225
Contributions from beneficiaries	<u>749,967</u>	<u>-</u>
	683,467	3,258,225
USE OF CASH		
Increase in amounts due from subsidiary company	<u>689,967</u>	<u>3,258,127</u>
(DECREASE) INCREASE IN CASH	(6,500)	98
CASH, BEGINNING OF YEAR	<u>5,094</u>	<u>4,996</u>
(BANK INDEBTEDNESS) CASH, END OF YEAR	<u>\$ (1,406)</u>	<u>\$ 5,094</u>

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

STATEMENT OF CHANGES IN FINANCIAL POSITION

YEAR ENDED DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

	<u>1986</u>	<u>1985</u>
SOURCES OF CASH		
Operations	\$(66,500)	\$3,258,225
Contributions from beneficiaries	<u>749,967</u>	<u>-</u>
	683,467	3,258,225
USE OF CASH		
Increase in amounts due from subsidiary company	<u>689,967</u>	<u>3,258,127</u>
(DECREASE) INCREASE IN CASH	(6,500)	98
CASH, BEGINNING OF YEAR	<u>5,094</u>	<u>4,996</u>
(BANK INDEBTEDNESS) CASH, END OF YEAR	<u>\$ (1,406)</u>	<u>\$ 5,094</u>

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

1. OPERATIONS

The Sawridge Band Trust was established on April 15, 1982 and during 1985 changed its name to "The Sawridge Band Inter-Vivos Settlement" Trust.

2. SIGNIFICANT ACCOUNTING POLICY

The financial statements have been prepared in accordance with generally accepted accounting principles, except that these financial statements are not consolidated, and reflect the following policy:

Investment

The investment in a wholly-owned subsidiary is recorded on the cost basis of accounting whereby the investment is initially recorded at cost and earnings (from the investment) are recognized only to the extent received or receivable.

3. DUE FROM SAWRIDGE HOLDINGS LTD.

The amounts due from Sawridge Holdings Ltd., a wholly-owned subsidiary, are as follows:

	<u>1986</u>	<u>1985</u>
Promissory note, unsecured, payable on demand and bearing interest at prime plus 3%	\$ 1,067,354	\$ 1,067,354
Advances, bearing interest at prime plus 3% and secured by a demand debenture	<u>26,628,774</u>	<u>25,938,807</u>
	<u>\$27,696,128</u>	<u>\$27,006,161</u>

Interest on the above receivables was waived for the current year.

4. INVESTMENT

The trust owns 100% of Sawridge Holdings Ltd.

5. TRUST BALANCE

Under the terms of the Trust Agreement, the Trust is for the irrevocable benefit of all of the members, present and future, within the meaning of the Indian Act as such provisions existed on the 15th day of April, 1985, of the Sawridge Indian Band #19, who are descendants of the original signators of Treaty Number 8 and who remain as members of the Sawridge Indian Band #19.

THE SAWRIDGE BAND INTER-VIVOS SETTLEMENT TRUST

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 1986

(Unaudited - see Accountants' Comments)

6. INCOME TAXES

The trust is not taxable as the taxable income has been designated to be taxed in the hands of the beneficiaries.

7. CONTRIBUTIONS FROM BENEFICIARIES

The prior year's financial statements have been revised to correct as accounting error whereby a contribution of \$749,967 from beneficiaries was incorrectly recorded as an advance from Sawridge Holdings Ltd.

TAB 48

UNDERTAKING NO. 15:

RE: CONTACT MR. JONES AND ADVISE WHETHER OR NOT HE HAS ACCESS TO DOCUMENTS THAT RELATE TO THE ASSETS HELD BY INDIVIDUALS THAT WERE ULTIMATELY TRANSFERRED TO THE 1982 TRUST, OR THE ASSETS THAT WERE THEN TRANSFERRED FROM THE 1982 TRUST TO THE 1985 TRUST.

Our response from David Jones is included at tab 15.

UNDERTAKING NO. 16:

RE: PRODUCE DOCUMENTS WITH RESPECT TO THE TRANSFER OF THE ASSETS FROM INDIVIDUALS INTO THE 1982 TRUST AND THEN FROM THE 1982 TRUST TO THE 1985 TRUST, AND THE ADDITIONAL FINANCIAL STATEMENTS.

See included documents at tab 16. We believe many of these documents have been sent to you.

UNDERTAKING NO. 17: (UNDER ADVISEMENT)

RE: INQUIRE OF THE VARIOUS INDIVIDUALS AND SOURCES PREVIOUSLY DISCUSSED TO DETERMINE IF THEY HAVE ANY DOCUMENTATION OR INFORMATION THAT WOULD ASSIST IN UNDERSTANDING WHAT SPECIFIC ASSETS WERE INTENDED TO BE SETTLED AS THE CERTAIN ASSETS REFERRED TO IN EXHIBIT B, AND WHAT SPECIFIC ASSETS WERE INTENDED TO BE INCLUDED IN THE DECLARATION OF TRUST AT EXHIBIT A.

We have made inquiries and there is no listing of any "intended" assets. The only assets listed are those that were settled into the Trust.

UNDERTAKING NO. 18:

RE: INQUIRE OF CRA AND DEPARTMENT OF INDIAN AFFAIRS TO DETERMINE IF THEY HAVE DOCUMENTATION SHOWING WHAT ASSETS WERE INTENDED TO BE INCLUDED WITHIN THE TRUST SETTLEMENT AT EXHIBIT A, THE 1982 TRUST OR DECLARATION OF TRUST, AND ANY DOCUMENTATION INDICATING WHAT HAPPENED WITH THE TRANSFER FROM THE 1982 TRUST TO THE 1985 TRUST.

See attached letter from Department of Indian Affairs at tab 18. We confirm that it does not appear that any information was shared with the Department of Indian affairs regarding the transfer from 1982 to 1985, nor with regards to which assets were intended to be included. We wrote to the CRA but have not yet received a response.

UNDERTAKING NO. 19: (UNDER ADVISEMENT)

RE: PRODUCE WRITTEN DOCUMENTATION THAT SUPPORTS THE UNDERSTANDING SET OUT IN PARAGRAPH 15 AND 18 OF MR. BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT.

TAB 49

RE: PRODUCE STANDARD NOTIFICATION OR FIRST CONTACT PACKAGE SENT OUT FOR A NEW BENEFICIARY.

(See attached documents at tab '47-')

UNDERTAKING NO. 48: (UNDER ADVISEMENT)

RE: INQUIRE OF SAWRIDGE FIRST NATION AND REQUEST ANY DOCUMENTS THEY HAVE IN RELATION TO TRACY POITRAS COLLINS' MEMBERSHIP APPLICATION AND THE VARIOUS DECISIONS MADE ALONG THE WAY RIGHT UP TO THE FINAL DECISION THAT APPROVED HER MEMBERSHIP INCLUDING LETTERS THAT MIGHT HAVE BEEN SENT OUT TO HER INITIALLY, RESULTS OF ANY APPEALS AND RESULTS OF ANY COMMUNITY INTERVIEW.

Sawridge First Nation takes the position that it would be illegal to provide these documents under the privacy legislation.

UNDERTAKING NO. 49:

RE: INQUIRE OF CATHERINE TWINN HER RECOLLECTION OF WHAT WAS DISCUSSED AT THE APRIL 15, 1985 MEETING THAT THE SAWRIDGE BAND RESOLUTION PRESENTED AT EXHIBIT 1 OF MR. BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT DEALT WITH. SPECIFICALLY DOES SHE RECALL IF THERE WAS ANY DISCUSSION OR DOCUMENTATION PRESENTED IN RELATION TO THE TRANSFER OF ASSETS FROM THE 1982 TRUST TO THE 1985 TRUST. ALSO INQUIRE IF MS. TWINN HAS ANY DOCUMENTATION OF THAT PARTICULAR MEETING.

We made this inquiry and were informed that she has no memory of this meeting or documentation in her possession, We made one further inquiry pursuant to this undertaking and no response was received.

UNDERTAKING NO. 50:

RE: REVIEW ANY TRUSTEE MEETING MINUTES AVAILABLE RELATING TO THE TRANSFER OF ASSETS FROM INDIVIDUALS INTO THE '82 TRUST, OR '82 TRUST INTO '85 TRUST, OR THE ONE INDIVIDUAL TRANSFER TO THE '85 TRUST.

(See attached document at tab '50-').

TAB 50

RE: PRODUCE STANDARD NOTIFICATION OR FIRST CONTACT PACKAGE SENT OUT FOR A NEW BENEFICIARY.

(See attached documents at tab '47-')

UNDERTAKING NO. 48: (UNDER ADVISEMENT)

RE: INQUIRE OF SAWRIDGE FIRST NATION AND REQUEST ANY DOCUMENTS THEY HAVE IN RELATION TO TRACY POITRAS COLLINS' MEMBERSHIP APPLICATION AND THE VARIOUS DECISIONS MADE ALONG THE WAY RIGHT UP TO THE FINAL DECISION THAT APPROVED HER MEMBERSHIP INCLUDING LETTERS THAT MIGHT HAVE BEEN SENT OUT TO HER INITIALLY, RESULTS OF ANY APPEALS AND RESULTS OF ANY COMMUNITY INTERVIEW.

Sawridge First Nation takes the position that it would be illegal to provide these documents under the privacy legislation.

UNDERTAKING NO. 49:

RE: INQUIRE OF CATHERINE TWINN HER RECOLLECTION OF WHAT WAS DISCUSSED AT THE APRIL 15, 1985 MEETING THAT THE SAWRIDGE BAND RESOLUTION PRESENTED AT EXHIBIT 1 OF MR. BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT DEALT WITH. SPECIFICALLY DOES SHE RECALL IF THERE WAS ANY DISCUSSION OR DOCUMENTATION PRESENTED IN RELATION TO THE TRANSFER OF ASSETS FROM THE 1982 TRUST TO THE 1985 TRUST. ALSO INQUIRE IF MS. TWINN HAS ANY DOCUMENTATION OF THAT PARTICULAR MEETING.

We made this inquiry and were informed that she has no memory of this meeting or documentation in her possession, We made one further inquiry pursuant to this undertaking and no response was received.

UNDERTAKING NO. 50:

RE: REVIEW ANY TRUSTEE MEETING MINUTES AVAILABLE RELATING TO THE TRANSFER OF ASSETS FROM INDIVIDUALS INTO THE '82 TRUST, OR '82 TRUST INTO '85 TRUST, OR THE ONE INDIVIDUAL TRANSFER TO THE '85 TRUST.

(See attached document at tab '50-').

Meeting of the Trustee's and Settlor's of the
SAWRIDGE BAND TRUST
June, 1982, held at Sawridge Band Office
Sawridge Reserve, Slave Lake, Alberta

IN ATTENDANCE:

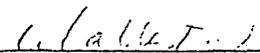
WALTER P. TWINN
GEORGE TWIN
WALTER FELIX TWIN

All the Trustees and Settlor's 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 Settlor's a Trust Settlement document which settled certain of the assets of the Band on the Trust.
2. THAT this document was reviewed by the Settlor's 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.

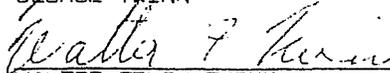
There being no further business, the meeting then adjourned.



WALTER P. TWINN



GEORGE TWINN



WALTER FELIX TWINN

Meeting of the Trustee's
SAWRIDGE BAND TRUST
held on this day of ,
1983, held at Sawridge Band Office
Sawridge Reserve, Slave Lake, Alberta

IN ATTENDANCE:

WALTER P. TWINN
WALTER F. TWINN
GEORGE TWINN
DAVID A. FENNELL

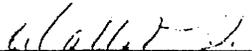
All the Trustees being present, formal notice calling the meeting was dispensed with and the meeting declared to be regularly called. Walter P. Twinn acted as Chairman, and called the meeting to order. George Twinn acted as secretary.

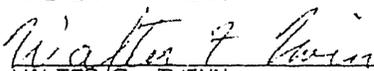
On motion duly made by Walter P. Twinn, seconded by Walter F. Twinn and unanimously carried, it was resolved that the reading of the last minutes are approved as read.

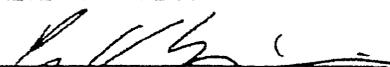
Further, on motion duly made, seconded and unanimously carried, it was resolved that David A. Fennell report as to the further business arising out of last meeting. David A. Fennell reported as follows:

1. He attended before Mr. Justice Bowen of the Court of Queen's Bench of Alberta and obtained the following Order, a copy of which is attached hereto.
2. That pursuant to the Order the proper notices were posted and at the expiration of the notice period an application was made again before Mr. Justice Bowen and that the following amendments were granted, a copy of which Order is attached hereto.

There being no further business, the meeting then adjourned.


WALTER P. TWINN


WALTER F. TWINN


GEORGE TWINN

Meeting of the Trustee's of
SAWRIDGE BAND TRUST
held on this day of ,
1983, held at Sawridge Band Office
Sawridge Reserve, Slave Lake, Alberta

IN ATTENDANCE:

WALTER F. TWINN
GEORGE TWIN
DAVID A. FENNELL

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

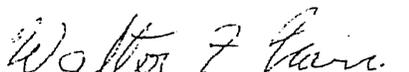
IT WAS RESOLVED :

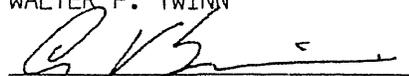
1. After discussion as to necessity of staging the election of the Trustees the following proposal was put forward by George Twinn.

(See attached Schedule "A" as to amendments to trust)

2. On motion duly made, seconded by Walter F. Twinn and unanimously approved, David A. Fennell was then instructed to file the necessary applications in the Court of Queen's Bench and to report back to the Trustees after the application was complete.

There being no further business, the meeting then adjourned.


WALTER F. TWINN


GEORGE TWINN

SCHEDULE "A"

AMENDMENTS TO SAWRIDGE BAND TRUST

THAT Paragraph 5 be amended of the original trust deed made on the 15th day of April, 1982, pursuant to the Alberta Trustee Act, R.S.A. 1980 c. T-10, s.42(1);

An application will be made to amend the Sawridge Band Trust to allow increased terms for the Trustees. Under the proposal, the Chief will have a term of six (6) years, one Councillor will have a term of four (4) years and the other Councillor will have a term of two (2) years. They would not be replaced until the end of their terms as trustees even if they were defeated in an election. The Trustees Act requires the consent of the adult beneficiaries. The Court can consent for Minors.

DECLARATION OF TRUST

SAWRIDGE BAND TRUST

This Declaration of Trust made the *15th* day of *April*, A.D.
1942.

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 G. S. 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 decendant 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. D.
NAME

A. Settlor: Walter P. D.

1100 One Thornton Court
ADDRESS

Walter P. D.
NAME

B. Trustees: 1. Walter P. D.

1100 One Thornton Court
ADDRESS

Walter York
NAME

1100 One Fronton Court
ADDRESS

Walter York
NAME

1100 One Fronton Court
ADDRESS

NAME

ADDRESS

2. [Signature]

3. Walter F. York

4. _____

5. _____

6. _____

7. _____

8. _____

DECLARATION OF TRUST

SAWRIDGE BAND TRUST

This Declaration of Trust made the 5th day of July, 1983.

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. 150, 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 therefore, 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 on the effective date of this Agreement (as duly elected pursuant to Sections 74 through 80 inclusive of the Indian Act, R.S.C. 1970, c. 1-6 as amended from time to time). The Chief shall serve a term of Six (6) years as Trustees.

One Councillor (to be determined by a majority of the Three Trustees) shall serve Four (4) years as Trustee. The other Councillor shall serve a term of Two (2) years as Trustee. Upon completion of their respective terms as Trustees, the Trustees shall resign as Trustee. If the Trustee whose term has ended was Chief when appointed Trustee, he shall automatically be replaced as Trustee by the new Chief for a term of Six (6) years. If the Trustee whose term has ended was a Councillor, he shall be replaced as Trustee by one of the new Councillors (to be determined by a majority of the Chief and Councillors at that time). 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. 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 advised 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 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 this 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:

477 Capenhurst
NAME
#910, 10310 JHS DRIVE ELDERSBURG, MD 21784
ADDRESS

A. Settlor Walter J. [Signature]

477 Capenhurst
NAME
ADDRESS

B. Trustees:

1. Walter J. [Signature]

477 Capenhurst
NAME
ADDRESS

2. [Signature]

477 Capenhurst
NAME
ADDRESS

3. [Signature]

TAB 51

UNDERTAKING NO. 10:

RE: PROVIDE A COPY OF ANY POLICIES OR CONTRACTS OR OTHER DOCUMENTATION RELATING TO A CODE OF CONDUCT OR MATTERS SUCH AS CONFLICT OF INTEREST FOR THE TRUSTEES THEMSELVES.

See Code of Conduct attached at tab 10.

UNDERTAKING NO. 11:

RE: ON A BEST EFFORTS BASIS DETERMINE WHETHER THERE ARE ANY GUIDELINES, POLICIES, CONTRACTS OR ANY DOCUMENTATION RELATING TO CODES OF CONDUCT OR CONFLICT OF INTEREST IN RELATION TO THE MEMBERSHIP REVIEW COMMITTEE, MEMBERSHIP APPEAL COMMITTEE, OR CHIEF AND COUNCIL SPECIFIC TO MEMBERSHIP.

Provided by Mike McKinney. There are no other guidelines, policies, procedures, rules or any document relating to the code of conduct or conflict of interest in relation to the Membership Committee, the Membership Appeal Committee, or Chief and Council with regard to membership other than the *Constitution Act*, the *Governance Act* or the Membership Rules of the Sawridge First Nation. Attached are the *Constitution Act* and *Governance Act* at tab 11; the Membership Rules were previously provided.

UNDERTAKING NO. 12: (UNDER ADVISEMENT)

RE: PROVIDE COPIES OF ANY COMMUNICATIONS SENT TO MR. FENNELL, WHETHER THEY WERE BY LETTER, EMAIL, OR OTHERWISE, DOCUMENTING THE REQUEST THAT WAS BEING MADE.

Our letter to David Fennel is included at tab 12.

UNDERTAKING NO. 13:

RE: CONTACT MR. FENNELL AND ADVISE WHETHER OR NOT HE HAS ANY DOCUMENTATION OR ACCESS TO DOCUMENTATION OR IS AWARE OF ANOTHER RESOURCE OR SOURCE THAT MAY HAVE DOCUMENTS RELEVANT TO THE ASSETS THAT WERE HELD BY INDIVIDUALS AND THEN THE TRANSFER FROM THOSE INDIVIDUALS TO THE '82 TRUST, OR RELEVANT TO THE TRANSFER OF ASSETS FROM THE '82 TRUST TO THE '85 TRUST.

Our response from David Fennell is included at tab 13.

UNDERTAKING NO. 14: (REFUSED)

RE: PROVIDE COPIES OF ANY DOCUMENTATION SENT ATTEMPTING TO SEEK INFORMATION FROM DAVID JONES.

We e-mailed David Jones and received the response provided at tab 15.



Ashvin R Singh

ashvin.singh@dentons.com
D +1 780 423 7381

Salans 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

File No.: 551860-1

DELIVERED VIA MAIL

CONFIDENTIAL

David Fennell
Executive Chairman
Reunion Gold Corporation
Suite 101
1111 St. Charles Boulevard West, West Tower
Longueuil, Quebec J4K 5G4

Dear Sir:

Re: Sawridge Trust- Transfer of Assets from 1982 to 1985 Trust

We act for the Sawridge Trust (the "Trust") in respect of litigation arising from certain actions it intends to take with respect to the structure of the Trust. We understand that you provided legal counsel to the Trust around the time when its assets, then held by certain individuals, passed from those individuals to the predecessor of the current trust in 1982. We further understand that you advised the trust around the time when the 1982 entity transitioned to its current form in 1985.

On behalf of the Trust, we are writing to inquire whether you possess or have access to any documentation that is relevant to either the transfer of assets from those individuals to the 1982 Sawridge Trust, or the transfer of assets from the 1982 Sawridge Trust to the Trust. We further would like to know whether you are aware of any other resource or source that may have documents relevant to those assets.

We would very much appreciate any assistance you could provide. If you have any information regarding the above, I would appreciate it if you could contact me at your earliest opportunity by telephone, e-mail or return letter.

Regards,
Dentons Canada LLP

Ashvin R Singh
Student-at-Law

TAB 52

UNDERTAKING NO. 10:

RE: PROVIDE A COPY OF ANY POLICIES OR CONTRACTS OR OTHER DOCUMENTATION RELATING TO A CODE OF CONDUCT OR MATTERS SUCH AS CONFLICT OF INTEREST FOR THE TRUSTEES THEMSELVES.

See Code of Conduct attached at tab 10.

UNDERTAKING NO. 11:

RE: ON A BEST EFFORTS BASIS DETERMINE WHETHER THERE ARE ANY GUIDELINES, POLICIES, CONTRACTS OR ANY DOCUMENTATION RELATING TO CODES OF CONDUCT OR CONFLICT OF INTEREST IN RELATION TO THE MEMBERSHIP REVIEW COMMITTEE, MEMBERSHIP APPEAL COMMITTEE, OR CHIEF AND COUNCIL SPECIFIC TO MEMBERSHIP.

Provided by Mike McKinney. There are no other guidelines, policies, procedures, rules or any document relating to the code of conduct or conflict of interest in relation to the Membership Committee, the Membership Appeal Committee, or Chief and Council with regard to membership other than the *Constitution Act*, the *Governance Act* or the Membership Rules of the Sawridge First Nation. Attached are the *Constitution Act* and *Governance Act* at tab 11; the Membership Rules were previously provided.

UNDERTAKING NO. 12: (UNDER ADVISEMENT)

RE: PROVIDE COPIES OF ANY COMMUNICATIONS SENT TO MR. FENNELL, WHETHER THEY WERE BY LETTER, EMAIL, OR OTHERWISE, DOCUMENTING THE REQUEST THAT WAS BEING MADE.

Our letter to David Fennel is included at tab 12.

UNDERTAKING NO. 13:

RE: CONTACT MR. FENNELL AND ADVISE WHETHER OR NOT HE HAS ANY DOCUMENTATION OR ACCESS TO DOCUMENTATION OR IS AWARE OF ANOTHER RESOURCE OR SOURCE THAT MAY HAVE DOCUMENTS RELEVANT TO THE ASSETS THAT WERE HELD BY INDIVIDUALS AND THEN THE TRANSFER FROM THOSE INDIVIDUALS TO THE '82 TRUST, OR RELEVANT TO THE TRANSFER OF ASSETS FROM THE '82 TRUST TO THE '85 TRUST.

Our response from David Fennell is included at tab 13.

UNDERTAKING NO. 14: (REFUSED)

RE: PROVIDE COPIES OF ANY DOCUMENTATION SENT ATTEMPTING TO SEEK INFORMATION FROM DAVID JONES.

We e-mailed David Jones and received the response provided at tab 15.

UNDERTAKING NO. 15:

RE: CONTACT MR. JONES AND ADVISE WHETHER OR NOT HE HAS ACCESS TO DOCUMENTS THAT RELATE TO THE ASSETS HELD BY INDIVIDUALS THAT WERE ULTIMATELY TRANSFERRED TO THE 1982 TRUST, OR THE ASSETS THAT WERE THEN TRANSFERRED FROM THE 1982 TRUST TO THE 1985 TRUST.

Our response from David Jones is included at tab 15.

UNDERTAKING NO. 16:

RE: PRODUCE DOCUMENTS WITH RESPECT TO THE TRANSFER OF THE ASSETS FROM INDIVIDUALS INTO THE 1982 TRUST AND THEN FROM THE 1982 TRUST TO THE 1985 TRUST, AND THE ADDITIONAL FINANCIAL STATEMENTS.

See included documents at tab 16. We believe many of these documents have been sent to you.

UNDERTAKING NO. 17: (UNDER ADVISEMENT)

RE: INQUIRE OF THE VARIOUS INDIVIDUALS AND SOURCES PREVIOUSLY DISCUSSED TO DETERMINE IF THEY HAVE ANY DOCUMENTATION OR INFORMATION THAT WOULD ASSIST IN UNDERSTANDING WHAT SPECIFIC ASSETS WERE INTENDED TO BE SETTLED AS THE CERTAIN ASSETS REFERRED TO IN EXHIBIT B, AND WHAT SPECIFIC ASSETS WERE INTENDED TO BE INCLUDED IN THE DECLARATION OF TRUST AT EXHIBIT A.

We have made inquiries and there is no listing of any "intended" assets. The only assets listed are those that were settled into the Trust.

UNDERTAKING NO. 18:

RE: INQUIRE OF CRA AND DEPARTMENT OF INDIAN AFFAIRS TO DETERMINE IF THEY HAVE DOCUMENTATION SHOWING WHAT ASSETS WERE INTENDED TO BE INCLUDED WITHIN THE TRUST SETTLEMENT AT EXHIBIT A, THE 1982 TRUST OR DECLARATION OF TRUST, AND ANY DOCUMENTATION INDICATING WHAT HAPPENED WITH THE TRANSFER FROM THE 1982 TRUST TO THE 1985 TRUST.

See attached letter from Department of Indian Affairs at tab 18. We confirm that it does not appear that any information was shared with the Department of Indian Affairs regarding the transfer from 1982 to 1985, nor with regards to which assets were intended to be included. We wrote to the CRA but have not yet received a response.

UNDERTAKING NO. 19: (UNDER ADVISEMENT)

RE: PRODUCE WRITTEN DOCUMENTATION THAT SUPPORTS THE UNDERSTANDING SET OUT IN PARAGRAPH 15 AND 18 OF MR. BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT.



We inquired of David Jones of de Villars Jones in Edmonton by way of a letter dated July 22, 2014. Mr. Jones confirmed that he provided legal counsel to the Sawridge Trust but indicated that his files on the matter were destroyed in 1994 and he has no recollection of the specific details surrounding the 1982 or 1985 trusts.

TAB 53

UNDERTAKING NO. 10:

RE: PROVIDE A COPY OF ANY POLICIES OR CONTRACTS OR OTHER DOCUMENTATION RELATING TO A CODE OF CONDUCT OR MATTERS SUCH AS CONFLICT OF INTEREST FOR THE TRUSTEES THEMSELVES.

See Code of Conduct attached at tab 10.

UNDERTAKING NO. 11:

RE: ON A BEST EFFORTS BASIS DETERMINE WHETHER THERE ARE ANY GUIDELINES, POLICIES, CONTRACTS OR ANY DOCUMENTATION RELATING TO CODES OF CONDUCT OR CONFLICT OF INTEREST IN RELATION TO THE MEMBERSHIP REVIEW COMMITTEE, MEMBERSHIP APPEAL COMMITTEE, OR CHIEF AND COUNCIL SPECIFIC TO MEMBERSHIP.

Provided by Mike McKinney. There are no other guidelines, policies, procedures, rules or any document relating to the code of conduct or conflict of interest in relation to the Membership Committee, the Membership Appeal Committee, or Chief and Council with regard to membership other than the *Constitution Act*, the *Governance Act* or the Membership Rules of the Sawridge First Nation. Attached are the *Constitution Act* and *Governance Act* at tab 11; the Membership Rules were previously provided.

UNDERTAKING NO. 12: (UNDER ADVISEMENT)

RE: PROVIDE COPIES OF ANY COMMUNICATIONS SENT TO MR. FENNELL, WHETHER THEY WERE BY LETTER, EMAIL, OR OTHERWISE, DOCUMENTING THE REQUEST THAT WAS BEING MADE.

Our letter to David Fennel is included at tab 12.

UNDERTAKING NO. 13:

RE: CONTACT MR. FENNELL AND ADVISE WHETHER OR NOT HE HAS ANY DOCUMENTATION OR ACCESS TO DOCUMENTATION OR IS AWARE OF ANOTHER RESOURCE OR SOURCE THAT MAY HAVE DOCUMENTS RELEVANT TO THE ASSETS THAT WERE HELD BY INDIVIDUALS AND THEN THE TRANSFER FROM THOSE INDIVIDUALS TO THE '82 TRUST, OR RELEVANT TO THE TRANSFER OF ASSETS FROM THE '82 TRUST TO THE '85 TRUST.

Our response from David Fennell is included at tab 13.

UNDERTAKING NO. 14: (REFUSED)

RE: PROVIDE COPIES OF ANY DOCUMENTATION SENT ATTEMPTING TO SEEK INFORMATION FROM DAVID JONES.

We e-mailed David Jones and received the response provided at tab 15.

July 28th, 2014

File No.: 551860-1

DELIVERED VIA MAIL

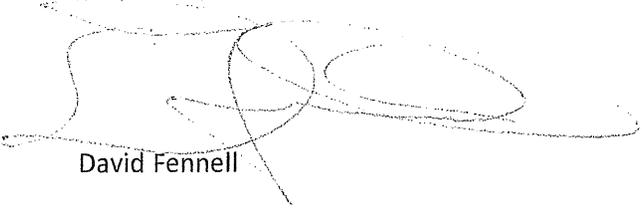
Ashvin R Singh
Student-at-Law
Dentons Canada LLP
2900 Manulife Place
10180-101 Street
Edmonton, AB Canada T5J 3V5

Dear Mr. Singh,

RE: Sawridge Trust-Transfer of Assets from 1982 to 1985 Trust

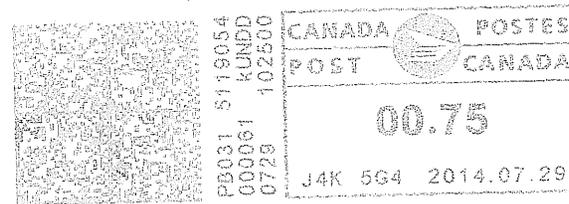
In response to your letter dated July 21, 2014. I am not in possession of any of the files or documents relating to the Sawridge Trust or any of the other Sawridge entities. When I ceased to act for Sawridge all files were retained by Sawridge at their office in Edmonton. It has been more than 25 years and I have no idea what has happened to them in the interim. I regret that I could not be more helpful.

Yours Truly,



David Fennell

101-1111 St-Charles W. West Tower
Longueuil Quebec, J4K5G4



ASHVIN K. SINGH, STUDENT-AT-LAW
DENTONS CANADA LLP
2900 MANULIFE PLACE, 10180-101 STREET
EDMONTON, AB T5J 3V5

2014.08.01

TAB 54

UNDERTAKING NO. 15:

RE: CONTACT MR. JONES AND ADVISE WHETHER OR NOT HE HAS ACCESS TO DOCUMENTS THAT RELATE TO THE ASSETS HELD BY INDIVIDUALS THAT WERE ULTIMATELY TRANSFERRED TO THE 1982 TRUST, OR THE ASSETS THAT WERE THEN TRANSFERRED FROM THE 1982 TRUST TO THE 1985 TRUST.

Our response from David Jones is included at tab 15.

UNDERTAKING NO. 16:

RE: PRODUCE DOCUMENTS WITH RESPECT TO THE TRANSFER OF THE ASSETS FROM INDIVIDUALS INTO THE 1982 TRUST AND THEN FROM THE 1982 TRUST TO THE 1985 TRUST, AND THE ADDITIONAL FINANCIAL STATEMENTS.

See included documents at tab 16. We believe many of these documents have been sent to you.

UNDERTAKING NO. 17: (UNDER ADVISEMENT)

RE: INQUIRE OF THE VARIOUS INDIVIDUALS AND SOURCES PREVIOUSLY DISCUSSED TO DETERMINE IF THEY HAVE ANY DOCUMENTATION OR INFORMATION THAT WOULD ASSIST IN UNDERSTANDING WHAT SPECIFIC ASSETS WERE INTENDED TO BE SETTLED AS THE CERTAIN ASSETS REFERRED TO IN EXHIBIT B, AND WHAT SPECIFIC ASSETS WERE INTENDED TO BE INCLUDED IN THE DECLARATION OF TRUST AT EXHIBIT A.

We have made inquiries and there is no listing of any "intended" assets. The only assets listed are those that were settled into the Trust.

UNDERTAKING NO. 18:

RE: INQUIRE OF CRA AND DEPARTMENT OF INDIAN AFFAIRS TO DETERMINE IF THEY HAVE DOCUMENTATION SHOWING WHAT ASSETS WERE INTENDED TO BE INCLUDED WITHIN THE TRUST SETTLEMENT AT EXHIBIT A, THE 1982 TRUST OR DECLARATION OF TRUST, AND ANY DOCUMENTATION INDICATING WHAT HAPPENED WITH THE TRANSFER FROM THE 1982 TRUST TO THE 1985 TRUST.

See attached letter from Department of Indian Affairs at tab 18. We confirm that it does not appear that any information was shared with the Department of Indian affairs regarding the transfer from 1982 to 1985, nor with regards to which assets were intended to be included. We wrote to the CRA but have not yet received a response.

UNDERTAKING NO. 19: (UNDER ADVISEMENT)

RE: PRODUCE WRITTEN DOCUMENTATION THAT SUPPORTS THE UNDERSTANDING SET OUT IN PARAGRAPH 15 AND 18 OF MR. BUJOLD'S SEPTEMBER 12, 2011 AFFIDAVIT.



Department of Justice Canada
Prairie Region
EPCOR Tower
300, 10423 - 101 Street
Edmonton, Alberta
T5H 0E7

Telephone: (780) 495-6427
Facsimile: (780) 495-2964
Internet: james.kindrake@justice.gc.ca

Our/ File: 2523056
Notre dossier:

Your File: 551860-1
Votre dossier:

August 26, 2014

BY EMAIL

Dentons Canada LLP
2900, 10180 - 101 Street
Edmonton, Alberta
T5J 3V5

Attention: Ashvin Singh

Dear Sir:

**Re: Twinn, Roland et al., as Trustees for the 1985 Sawridge Trust
QB Action No: 1103 14112**

In reply to your letter of July 21st, 2014, we have considered your request seeking any information that DIAND may have been provided with, which may help determine what assets were transferred into the 1982 Trust upon its creation by the Sawridge Band ("Band"), and then subsequently transferred into the 1985 Trust.

First, although formally DIAND is not a party against whom any relief is sought, we have provided assistance with this Application in the past (e.g. sending out notice of the Application to Band members) and are prepared to consider reasonable requests for further assistance. However, in this case, it would be an extremely costly and time consuming exercise for DIAND to attempt to look for information it may not even possess back to 1982. If it turns out the information was in fact never transmitted to DIAND, the search may not only turn out to be onerous, but fruitless.

From our review of the transcript excerpts you sent us, it appears the Public Trustee's request for the undertaking simply assumes DIAND has information about these Trusts and the request was made without any documentary or other factual information indicating there is a reasonable likelihood that the information either exists or was in fact transmitted to DIAND. In other words, without some evidentiary foundation that the Band provided DIAND with this information, the request resembles a "fishing expedition", with DIAND tasked with looking for fish which may not exist. Although it is odd the Trustee of these Trusts does not appear to have the information, before the search for this information is imposed on third parties, it would seem more reasonable for the Public Trustee to first ask the "settlor" of the Trusts, that is, the Band itself:

Canada

- a) Why the Band doesn't have the information?;
- b) Whether they have inquired of the lawyers, law professors, or accountants who helped them create the 1982 Trust to see if they have the information?;
- c) Failing which, do they have any documentation or other factual information from which one could conclude there was a reasonable likelihood that this information was transmitted to DIAND?

Second, if the Public Trustee could obtain the information from the Band itself, that would also remove another hurdle that would have to be overcome before DIAND could release the sought-after information even if it searches for it and found it. That hurdle would be obtaining the Band's consent or a Court Order for the release of information that would otherwise be protected from production to third parties

For these reasons DIAND is not prepared to embark upon a search for this information in the present circumstances. On the other hand, if the Band itself cannot, for some reason, find this information amongst its own records, or those of its professional advisors, and can provide some factual basis for showing that they provided this information to DIAND by means of letters, etc. as well as a consent to release this information to third parties, we will reconsider our position.

Yours truly,



E. James Kindfack
Senior Counsel
Justice Canada
Prairie Region

JK/to

TAB 55

10

SAWRIDGE BAND INTER VIVOS SETTLEMENT

DECLARATION OF TRUST

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

Catherine Twinn

Sworn before me this 5 day

of December 2015

Crista C. Osualdini

A Commissioner for Oaths
in and for the Province of Alberta

Crista C. Osualdini
Barrister & Solicitor

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

- 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

- 5 -

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

- 7 -

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.

- 9 -

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

Alberta.

IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED in the presence of:

Frank J. Thom A. Settlor [Signature]
 NAME
300 326, Slave Lake, Alta
 ADDRESS

Frank J. Thom B. Trustees:
 NAME
300 326, Slave Lake, Alta
 ADDRESS

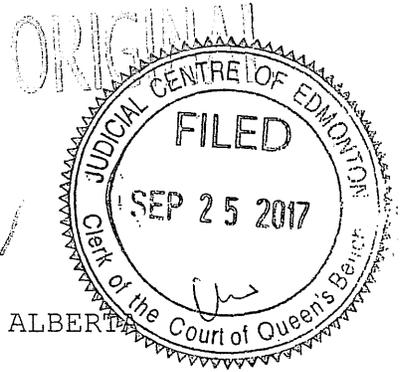
Frank J. Thom 2. [Signature]
 NAME
300 326, Slave Lake, Alta
 ADDRESS

Frank J. Thom 3. [Signature]
 NAME
300 326, Slave Lake, Alta
 ADDRESS

Schedule

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

TAB 56



no copies kept

COURT FILE NUMBER: 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
1986 Trust

CONTINUATION OF QUESTIONING ON AFFIDAVIT OF

CATHERINE MAY TWINN

Held at the offices of Bryan & Company LLP
Edmonton, Alberta

November 9 & 10, 2016

- 1 burning. I can't speak to that.
- 2 Q Well, if it was bar chits, I take it that wouldn't be a
3 concern to you?
- 4 A I don't think it would be, but I don't know what was
5 burned and why it was burned, particularly when we're
6 trying to get our records in order and complete.
- 7 Q Speaking of your records, do you hold some records in a
8 storage container in Camrose?
- 9 A Yes, I do.
- 10 Q Have you produced those records?
- 11 A Produced those records?
- 12 MS. OSUALDINI: Can you explain what you mean by
13 that?
- 14 Q MS. CUMMING: You had indicated that efforts had
15 been made to obtain records in paragraph (m).
- 16 A Yes.
- 17 Q And I'm wondering if you had produced the records
18 contained in your Camrose storage container.
- 19 MS. OSUALDINI: Can you first establish an
20 obligation as to why she should be producing these
21 records? Was a request made of her or where is this
22 coming from?
- 23 Q MS. CUMMING: Well, a request was made for you to
24 produce those records, correct?
- 25 A I supported Paul Bujold in trying to ensure that all
26 the records relating to the trusts and the companies
27 were properly and orderly transferred. And as I say,

1 in paragraph (m), those were under the control of Chief
2 and Council and their lawyer, Mike McKinney.

3 Q I'm talking about the storage container. You have
4 records --

5 A The storage container is not in relation to these
6 records.

7 Q So the records that are in the Camrose storage
8 container, are you telling me today that none of them
9 have any relevance to the trusts?

10 MS. OSUALDINI: I first want to establish what the
11 request of her was to produce them. I just don't
12 understand where the obligation was to go through
13 these.

14 MS. CUMMING: Well, your client swears in
15 paragraph 29(m) that it took years to gather records
16 relating to the trust assets, suggesting that somebody
17 was remiss in gathering those records. So I'm trying
18 to establish whether there were any such records in the
19 Camrose storage container. Because if there were, they
20 should be produced.

21 A Everything I had, I gave to Paul. And I helped Paul a
22 lot in order to -- this was one of his first jobs when
23 he came in. There was a memo, I believe, certainly
24 discussions between Mike McKinney and John MacNutt that
25 Mike McKinney was to gather up and turn over all of the
26 records to John MacNutt who was brought in in 2003 when
27 the Band's management contract was terminated.

1 It turns out that that transition I don't believe
2 was completed. And I recall Paul Bujold going to Slave
3 Lake and going through documents and, from various ways
4 and means, building up the record base. Is it
5 complete? I don't believe it's complete. I don't
6 think Paul Bujold believes it's complete either.

7 Q Did you indicate to anyone that you had trust records
8 in your Camrose storage container?

9 A You are saying I have trust records and that is a
10 really -- I don't know where you come from in saying
11 that.

12 Q So you don't have any trust records in the container?

13 A Everything I have, as I said before, I have provided.

14 Q So you don't have any trust records in the storage
15 container?

16 A I may have some of my notes and things from the trusts,
17 but I don't have "the trust records from the
18 operational control". That was done by the Band and
19 the Chief and Council and their lawyer, Mike McKinney.
20 All of that was in their control. I can tell you --
21 well, never mind.

22 Q Can you tell me what point you were trying to make with
23 respect to paragraph 29(m) of your affidavit?

24 A It speaks for itself.

25 Q That many efforts have been made to gather records?

26 A It speaks for itself.

27 Q Are you aware that efforts were made to gather records

- 1 from a number of sources?
- 2 A I believe that's true.
- 3 Q So from the First Nations?
- 4 A Well, particularly because they were the record-keeper.
- 5 Q From accountants?
- 6 A I would expect and I would expect from lawyers, and I
- 7 myself went to the courthouse and ran searches trying
- 8 to find things.
- 9 Q And these were all records that related to the trusts'
- 10 assets?
- 11 A To the assets, yes. There was -- there's many, many
- 12 actions at the Court of Queen's Bench in Alberta
- 13 involving various of the corporate entities. There's
- 14 sealed affidavits of Mike McKinney.
- 15 Q And that is relevant for what reason?
- 16 A They're just records in relation to these companies,
- 17 where they've been, what's happened.
- 18 Q In paragraph 29(n) of your affidavit, you speak of an
- 19 office and community centre complex.
- 20 A Yes.
- 21 Q My understanding is that that proposal was put forth by
- 22 the Chair of the trust, Brian Heidecker. Is that
- 23 correct?
- 24 A It may have been put forward by the Chair who's not a
- 25 trustee.
- 26 Q Exactly. So it wasn't a trustee that made that
- 27 suggestion. It was the Chair?

TAB 57

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
Fax: (780) 423-72764
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

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:

TAB 58

Clerk's stamp:



COURT FILE NUMBER

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**

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

DOCUMENT

**UNDERTAKINGS AND RESPONSES TO UNDERTAKINGS
CATHERINE TWINN QUESTIONING ON AFFIDAVITS**

**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

VOLUME 2 OF 5

CT068.006¹¹⁹

SAWRIDGE BAND INTER VIVOS SETTLEMENT

DECLARATION OF TRUST

THIS DEED OF SETTLEMENT is made in duplicate the 15th
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:

Paul J. Thom
NAME

A. Settlor Albert J. [Signature]

Box 326, Slave Lake, Alta
ADDRESS

B. Trustees:

Paul J. Thom
NAME

1. Albert J. [Signature]

Box 326, Slave Lake, Alta
ADDRESS

Paul J. Thom
NAME

2. [Signature]

Box 326, Slave Lake, Alta
ADDRESS

Paul J. Thom
NAME

3. [Signature]

Box 326, Slave Lake, Alta
ADDRESS

Schedule

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

CT068.017

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:

CT068.018

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;

CT068.019

- (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

CT068.020

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.

CT068.021

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

CT068.022

(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.

CT068.023

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.

CT068.024

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.

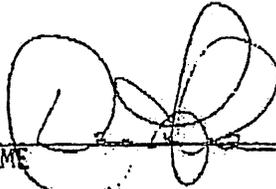
IN WITNESS WHEREOF the parties hereto have executed this Deed.

SIGNED, SEALED AND DELIVERED
in the presence of:


NAME

#6, 12775 Stony Plain Road, Alta.
ADDRESS

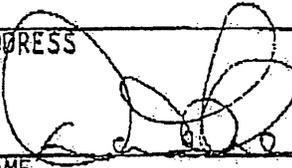
A. Settlor. 
CHIEF WALTER P. TWINN

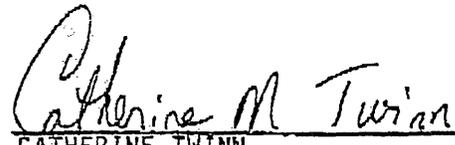

NAME

ADDRESS

B. Trustees:

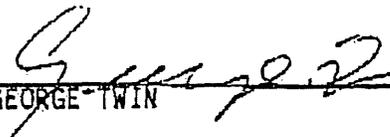
1. 
CHIEF WALTER P. TWINN


NAME

2. 
CATHERINE TWINN

ADDRESS


NAME

3. 
GEORGE TWINN

ADDRESS

CT068.625

SCHEDULE

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

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. 150 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,

MAYAN

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 Québec 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:

Deane Spivey
NAME

1100 One Thornton Court
ADDRESS

A. Settlor: Walter P. J.

Deane Spivey
NAME

1100 One Thornton Court
ADDRESS

B. Trustees: 1. Walter P. J.

MAYAN

NAME

ADDRESS

2.

3.

4.

5.

6.

7.

8.

MAYAN

TAB 59

CTW000066

- 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?