

PIIKANI TRUST AGREEMENT
(Schedule "L" to the Settlement Agreement)

THIS TRUST AGREEMENT is dated for reference and is effective as of the 30th day of October, 2002

BETWEEN:

PIIKANI NATION,
as represented by its Council
(referred to as the "PIIKANI Nation").

- and -

GIBC TRUST CORPORATION
(referred to as the "Trustee")
being a corporate trustee registered in the
Province of Alberta

THIS IS EXHIBIT "B"
Referred to in the Affidavit of
Kerry Scott
Sworn before me this 22
Day of April, A.D. 2008
Joyce Staroszik
A Commissioner for Oaths in and for the Province of Alberta

WHEREAS:

JOYCE STAROSZIK
My Commission Expires May 21, 2011

- A. The PIIKANI Nation, Her Majesty the Queen in right of Canada ("Canada") and Her Majesty the Queen in right of Alberta ("Alberta") have entered into a Settlement Agreement dated for reference the 16th day of July, 2002 (referred to as the "Settlement Agreement") in which Canada and Alberta have agreed to pay Settlement Funds and Annual Payments to the PIIKANI Nation;
- B. The Settlement Agreement contemplates that Settlement Funds and Annual Payments to which the PIIKANI Nation have become entitled shall be held in trust on provisions which, inter alia, establish the obligations of the Trustee and Council regarding the management, expenditure, investment of the Trust Property and the reporting requirements which govern the Trustee;
- C. As set out in the Settlement Agreement, the PIIKANI Nation has irrevocably authorized and directed Canada and Alberta to pay the Settlement Funds and

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Annual Payments belonging to the PIIKANI Nation to the Piikani Trust established pursuant to this Trust Agreement;

- D. The PIIKANI Nation and Trustee acknowledge that the PIIKANI Nation, acting through its Chief and Councillors, is intended to be the beneficiary of the Piikani Trust, with all of the rights and powers to compel enforcement of the Trustee's duties hereunder normally vested in a beneficiary.
- E. The PIIKANI Nation and the Trustee further acknowledge that the purposes of the Piikani Trust are to facilitate the attainment of specific PIIKANI Nation objects and purposes more particularly set forth in this Trust Agreement;
- F. The PIIKANI Nation shall have limited power of appointment over the Trust Property, as more particularly provided for in this Trust Agreement;
- G. By Ratification Vote held on the 17 and 18 days of September, 2002, the Electors of the PIIKANI Nation have approved this Trust Agreement and have authorized and directed the Council to sign and implement this Trust Agreement and all related documentation.

THEREFORE THE PIIKANI NATION AND THE TRUSTEE AGREE AS FOLLOWS:

1 Definitions:

- 1.1 Terms not otherwise defined in this Trust Agreement, shall have the same meaning as defined in the Settlement Agreement or the *Indian Act*, R.S.C. 1985, c-15.
- 1.2 In this Agreement:

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1.2.1 "Accounts" means the accounts established by the Trustee for the benefit of the PIIKANI Nation including the Settlement Account, the Investment Account, the Heritage Account, the Implementation Account, the Environmental Remediation Account, and the Youth and Education Account (hereinafter the "Trust Accounts") and no others.

1.2.2 "Annual Payments" means the payments made each year by Alberta to the PIIKANI Nation which the PIIKANI Nation directs be transferred to the Piikani Trust on behalf of the PIIKANI pursuant to Section 5 of the Settlement Agreement.

1.2.3 "Annual Income" from the Trust Property in each Account means the greater of the amounts described in paragraphs of 1.2.3(a) or 1.2.3(b):

(a) all of the income for Canadian Federal income tax purposes arising from the Trust Property held in or purchased by funds from that Trust Account in a Fiscal year determined without reference to the provisions of subsection 104(6) of the Income Tax Act (Canada), which amount shall, in accordance with the provisions of this Trust, become due and payable irrevocably to the PIIKANI Nation as at December 31st in each Fiscal year; or

(b) the amount calculated as eight (8%) percent, less the amount of annual percentage rate of inflation during the Fiscal Year based on the Consumer Price Index for Canada, multiplied by the total of the amount of cash in that Trust Account and the market value of the Authorized Investments purchased by funds from that Trust Account as of December 31 as determined by the Trustee in accordance with

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generally accepted accounting principles described in the CICA Handbook.

The actual payment of the amount calculated pursuant to Section 1.2.3(b) shall first include all of the Annual Income for Canadian Federal income tax purposes arising from the Trust Property held in that Trust Account in a Fiscal Year determined without reference to the provisions of subsection 104(6) of the Income Tax Act (Canada) and shall be due and payable irrevocably to the PIIKANI Nation as at December 31st of each Fiscal Year,

1.2.4 "Authorized Expenses" means the expenses reasonably incurred by the Trustee in each Fiscal Year in carrying out the terms of the Trust Agreement including payment of administrative, accounting, legal, investment and other costs which have been approved by the Band Council Resolution, which the Council shall direct the Trustee to pay from Trust Property. This shall not include payment of any costs of the Council, its members, or PIIKANI administration which they have incurred in performing any of their obligations in relation to the Piikani Trust.

1.2.5 "Authorized Investment" means an investment purchased with funds from the Trust Accounts and selected by the Investment Counsellor from those investments listed in Schedule "4" of this Trust Agreement, as amended from time to time;

1.2.6 "Band Council Resolution" means a resolution of the Council approved by a majority of the Council present at a duly convened meeting;

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- 1.2.7 "Committee" means the Committee established pursuant to Section "H" of the Settlement Agreement to undertake the work set out in Section "C" of the Settlement Agreement.
- 1.2.8 "Council" means the Chief and Council of the PIIKANI Nation duly elected in accordance with PIIKANI Nation Customary Election Code;
- 1.2.9 "Effective Date" means the date on which this agreement is executed by both parties;
- 1.2.10 "Elector" means a Member and who is eighteen (18) years of age or older on the voting day;
- 1.2.11 "Fiscal Year" means the calendar year.
- 1.2.12 "Investment Management Agreement" means an agreement between the Trustee and an Investment Counsellor which has been approved by Council, by which the investment management responsibility for funds in the Trust Accounts is vested with the Investment Counsellor, not the Trustee, to be undertaken pursuant to the terms of this Trust Agreement and the Investment Management Agreement;
- 1.2.13 "Investment Policy" means the policy approved by the Council from time to time, after having received the advice of Investment Counsellor, which governs the investment of funds from the Trust Accounts in Authorized Investments by the Investment Counsellor;
- 1.2.14 "Majority of Electors" means for the purposes of a referendum held pursuant to the PIIKANI Nation Referendum Regulations attached hereto as Schedule

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"5", that 50% plus 1 of the number of Electors who voted, voted in favour of the question on the ballot.

1.2.15 "Member" means a person whose name appears on the PIIKANI Nation Membership List in accordance with PIIKANI Nation Membership Code.

1.2.16 "PIIKANI Business Entity" means a joint venture, partnership, trust, or corporation or other business organization in which a majority of shares and/or the controlling interests is held by or for the benefit of the PIIKANI Nation and which is intended to engage in commercial activities to generate profits and revenues for the benefit of the PIIKANI Nation or acquire lands to become PIIKANI Nation Lands and whose financing by the PIIKANI Nation as beneficiary is one of the specific purposes for which this Trust has been formed. A PIIKANI Business Entity does not include corporations, partnerships or business organizations owned by individual Members or groups of Members.

1.2.17 "PIIKANI Investment Corporation" means a Corporation established by the Council, the mandate, purposes, ownership and directors of which are established in accordance with Schedule "2". The formation and development of this Corporation by the PIIKANI Nation, as the beneficiary of this Trust, is one of the specific purposes for which this Trust has been formed.

1.2.18 "PIIKANI Nation Financial Administration Code" means the laws, regulations and policies adopted by the Council from time to time to govern the administration of the finances of the PIIKANI Nation.

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- 1.2.19 "PIIKANI Nation Lands" means the PIIKANI Indian Reserve #147A and 147B and other lands acquired by the PIIKANI Nation now or in the future.
- 1.2.20 "PIIKANI Settlement Revenue Account" means an account located on reserve established by the Council, and not by the Trustee, to receive the payments from the Trustee pursuant to Section 8 of the Trust Agreement and which is governed by the PIIKANI Nation Financial Administration Code.
- 1.2.21 "PIIKANI Youth and Education Foundation" means a not-for-profit corporation established by the Council with the mandate and purposes, and in accordance with the provisions, set out in Schedule '3', the funding of which by the PIIKANI Nation, as the beneficiary of this Trust, is one of the specific purposes for which this Trust has been formed.
- 1.2.22 "Piikani Trust" means the Trust established by this Trust Agreement.
- 1.2.23 "Quorum of the Council" means at least seven (7) members of the Council or the number of Councillors constituting a quorum as set out in the customary laws of the PIIKANI, from time to time;
- 1.2.24 "Settlement Funds" means the funds paid by Alberta and Canada to the PIIKANI Nation pursuant to Section "B" of the Settlement Agreement, not including Annual Payments, and which the PIIKANI Nation has directed be paid to the Piikani Trust.
- 1.2.25 "Special Capital Project" means a project whose undertaking by the PIIKANI Nation, as the beneficiary of this Trust, is one of the specific purposes for which this Trust has been formed and which consists of:

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- (a) Construction of facility, building, or housing on PIIKANI Nation Lands;
- (b) Repayment of a PIIKANI Nation debt;
- (c) Acquisition of property or other assets by the PIIKANI Nation;
- (d) Environmental reclamation on PIIKANI Nation Lands;
- (e) Development and Improvements to PIIKANI Nation Lands;
- (f) Other projects or activities the costs of which are incurred in a single Fiscal year, but does not include a per capita distribution of grants, or gifts or loans to Members.

1.2.26 "Trustee" means a trust company duly incorporated, and licenced to carry on business of a Trustee in Alberta and which is a member institution of the Canada Deposit Insurance Corporation which has a duty to insure deposits in the Accounts pursuant to the *Canada Deposit Insurance Corporation Act*, R.S.C. 1985, a. C-3, 5.1.

1.2.27 "Trust Property" means all property which the PIIKANI Nation or any other person may pay, donate, sell or otherwise transfer, cause to be transferred to, vest or cause to be vested in the Piikani Trust and includes any substituted or additional property, together with all accretions thereto and all income derived therefrom, and including loans made by the Trust and but excluding all amounts which have been paid or disbursed therefrom (whether out of capital or income) in the normal course of the administration of or

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pursuant to the provisions of this Trust Agreement. For greater clarity, it does not include funds once paid out of the Trust, as directed to by the PIIKANI Nation, pursuant to the provision of this Trust Agreement.

2 Schedules:

2.1 The following schedules are attached and form a part of this Trust Agreement:

Schedule "1": Allocation to Trust Accounts of Payments of Settlement Funds and Annual Payments to be made to the Piikani Trust Pursuant to Section B of the Settlement Agreement;

Schedule "2": PIIKANI Investment Corporation;

Schedule "3": PIIKANI Youth and Educational Foundation;

Schedule "4": Authorized Investments;

Schedule "5": PIIKANI Referendum Regulations;

Schedule "6": Trustees Powers.

3 Creation of the Piikani Trust

3.1 The Settlor of the Piikani Trust is the PIIKANI Nation located on the PIIKANI Nation Indian Reserves #147A and #147B.

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- 3.2 The PIIKANI Nation being irrevocably entitled pursuant to the Settlement Agreement, to the Settlement Funds, has directed Canada and Alberta to pay all Settlement Funds to the Piikani Trust.
- 3.3 After the first fiscal year of the Settlement Agreement being (2002/03), the PIIKANI Nation, being irrevocably entitled pursuant to the Settlement Agreement to the Annual Payments, has directed the Annual Payments by Alberta shall be paid to the Piikani Trust.
- 3.4 PIIKANI Nation and the Trustee hereby acknowledge whether under this Agreement or the Settlement Agreement, Alberta and Canada's sole obligation, and responsibility with regard to this Trust Agreement is to pay, as agents for the PIIKANI Nation in its capacity as the Settlor of the Piikani Trust, their respective portion of the Settlement Funds and Annual Payments to the Piikani Trust on behalf of the PIIKANI Nation.
- 3.5 PIIKANI Nation appoints the Trustee to hold the Trust Property in trust for the benefit of the PIIKANI Nation, as beneficiary, upon and subject to the trusts set out in this Trust Agreement.
- 3.6 The PIIKANI Nation acknowledges that Trust Property received by it as beneficiary of the Piikani Trust is to be applied by it, or as directed by it, for the specific purposes identified in this Trust Agreement.
- 3.7 The Council may from time to time deposit other funds to the Piikani Trust and direct the Trust Account into which they are to be paid. Such funds will then be governed by the terms of this Trust Agreement.

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4 Trust Accounts:

4.1 Upon execution of this Trust Agreement, the Trustee will open the following six (6) Trust Accounts:

4.1.1. Settlement Account;

4.1.2 Implementation Account;

4.1.3 Environmental Remediation Account;

4.1.4 Investment Account;

4.1.5 Heritage Account;

4.1.6 Youth & Education Account.

4.2.2 For greater clarity, each Trust Account does not constitute a separate trust.

5 Settlement Account:

5.1.1 The Trustee shall establish a Settlement Account which is to receive the Settlement Funds and Annual Payments paid to the Piikani Trust by Canada and Alberta, and by Alberta, respectively.

5.1.2 Immediately upon receipt of funds in the Settlement Account, they shall be transferred by the Trustee into each of the four (4) Trust Accounts in accordance with Schedule "1".

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5.2 Implementation Account:

5.2.1 Pursuant to Schedule "1", Settlement Funds in the amount of Thirteen Million (\$13,000,000) Dollars shall, upon receipt, be paid from the Settlement Account into the Implementation Account.

5.2.2 The funds in the Implementation Account shall not be transferred by the Trustee except in accordance with this section.

5.3 Settlement Distribution Account

5.3.1 One of the purposes of the Implementation Account is to enable the PIIKANI Nation, by means of a Settlement Distribution Account established by the Council, to effect a one-time per capita distribution of Three Thousand (\$3,000) Dollars to each living Member at the time of the distribution.

5.3.2 Upon receipt of a Band Council Resolution so directing, the Trustee shall distribute funds in an amount not to exceed Ten Million Five Hundred Thousand (\$10,500,000) Dollars from the Implementation Account to a Settlement Distribution Account as a distribution of the capital from the Trust, to the PIIKANI Nation as beneficiary. The Settlement Distribution Account, which is not a Trust Account, shall be opened by the Council and located on reserve.

5.3.3 The Settlement Distribution Account shall be operated by the Council in accordance with the PIIKANI Nation Financial Administration Code.

5.3.4 The Trustee shall have no responsibility or liability in relation to any payments made by the Council from the Settlement Distribution Account.

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5.4 Environmental Remediation Account:

- 5.4.1 Upon receipt of a Band Council Resolution, funds in an amount not to exceed Two Million Four Hundred and Forty Thousand (\$2,440,000) Dollars will be transferred by the Trustee from the Implementation Account to the Environmental Remediation Account. The Environmental Remediation Account is established for the purpose of permitting the PIIKANI Nation, as beneficiary, to work with Canada and Alberta to undertake the studies and activities necessary to complete the FEIA and Dam Safety Work Plans.
- 5.4.2 Upon receiving written directions signed by one person appointed by Band Council Resolution and one person appointed by the Committee, which states the amount of the payment and party to be paid, on behalf of the PIIKANI as beneficiary, the Trustee shall make the requested payments from this account from time to time, as a distribution of the capital from the Trust Account, for application in accordance with clause 5.4.1.
- 5.4.3 The Trustee shall provide the Council and Committee with quarterly financial statements as to the payments from this Account.
- 5.4.4 Upon receipt of notification from the Council and the Committee that the FEIA and Dam Safety Work Plans are complete, the Council by resolution may direct that any funds remaining in this Account to be paid to, or as directed by, the PIIKANI Nation as beneficiary for the purpose of undertaking specific environmental remediation projects. The Band Council Resolution shall state the specific project, the amount to be paid, and the name of the party to be paid by the Trustee on behalf of the PIIKANI as beneficiary.

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5.4.5 The Trustee shall not make payments from this Account totalling more than the sum of Two Million Four Hundred and Forty Thousand (\$2,440,000) Dollars.

5.5 Negotiation and Ratification Costs

5.5.1 Upon receipt of a Band Council Resolution, amounts not to exceed a total of Sixty Thousand (\$60,000) Dollars from the Implementation Account shall be paid by the Trustee to, or as directed by, the PIIKANI Nation as beneficiary, for the purpose of permitting the PIIKANI to discharge from time to time the costs confirmed by the Council to have been incurred by the PIIKANI Nation in relation to the negotiation and ratification of the Settlement Agreement.

5.5.2 The Band Council Resolution shall state the amount and the party to be paid by the Trustee.

5.6 Remaining Funds

5.6.1 Upon receipt of a Band Council Resolution so directing, any funds remaining in the Implementation Account, or the Environmental Remediation Account after completion of the FEIA and Dam Safety Work Plans, and environmental remediation projects shall be transferred by the Trustee to the Heritage Account.

6 Investment Account

6.1 The Settlement Funds paid into the Investment Account shall only be used by the Trustee, as directed by the PIIKANI Nation as beneficiary, for the purpose of permitting the Trustee:

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- (i) To enable the purchase of Authorized Investments in accordance with Section 10.
 - (ii) To loan funds to a PIIKANI Business Entity pursuant to Section 6.3.
 - (iii) To provide guarantees for loans to a PIIKANI Business Entity pursuant to Section 6.3.
 - (iv) To loan funds, pursuant to Section 6.4, to the PIIKANI Nation for the purpose of enabling the PIIKANI Nation to purchase Shares or a controlling interest in a specified PIIKANI Business Entity.
 - (v) To pay, as directed by Band Council Resolution, the PIIKANI Investment Corporation in an amount not to exceed Three Hundred Thousand (\$300,000.00) Dollars in each Fiscal Year to be used for the annual operating costs.
 - (vi) To enable the PIIKANI Nation to pay Authorized Expenses of the Trustee pursuant to Section 11.
- 6.2 Prior to the expenditure of any funds in the Investment Account other than for the purchase of the Authorized Investments or payment to, or as directed by, the PIIKANI Nation, for discharge of the Authorized Expenses, the Council shall advise the Trustee in writing that the PIIKANI Investment Corporation has been established in accordance with Schedule "2".
- 6.3 Trust Property acquired from funds in the Investment Account or funds in the Investment Account shall be used to secure a loan guarantee or the funds in the

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Investment Account shall directly be loaned by the Trustee to a PIIKANI Business Entity upon receipt by the Trustee of:

- (i) A Band Council Resolution which stipulates the purpose, amount and terms and conditions of a loan agreement or loan guarantee for a designated PIIKANI Business Entity; and
- (ii) A resolution approved by the PIIKANI Investment Corporation stipulating:
 - (i) the business plan of the designated PIIKANI Business Entity has been reviewed and approved by the PIIKANI Investment Corporation; and
 - (ii) the amount, terms and conditions of the loan agreement or a loan guarantee for a PIIKANI Business Entity; and
 - (iii) that Authorized Investments purchased with funds from the Investment Account may be used as security for loan guarantees for a PIIKANI Business Equity.

6.4 Funds from the Investment Account shall be loaned by the Trustee to the PIIKANI Nation as beneficiary upon receipt by the Trustee of:

- (a) A Band Council Resolution which stipulates:

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- (i) the purpose of the loan is to enable the PIIKANI Nation purchase a majority of shares or acquire a controlling interest in a PIIKANI Business Entity; and
 - (b) A resolution approved by the PIIKANI Investment Corporation stipulating:
 - (i) the business plan of the designated PIIKANI Business Entity has been reviewed and approved by the PIIKANI Investment Corporation; and
 - (ii) the amount and, terms, and conditions of the investment by the PIIKANI Nation in a PIIKANI Business Entity.
 - (iii) the amount, terms and conditions of the loan agreement with the PIIKANI Nation.
- 6.5 Prior to the Trustee entering into a loan agreement and related document including promissory notes with the PIIKANI Nation or, a PIIKANI Business Entity, or loan guarantee agreement with a financial institution, the agreement shall be prepared and approved by the PIIKANI Investment Corporation. Prior to signing the loan agreement or loan guarantee and related documents the Trustee shall review the agreement or guarantee and, if acceptable, notify the Council and PIIKANI Investment Corporation of their acceptance of their obligations under the loan agreement or loan guarantee.
- 6.6 Upon receipt of a Band Council Resolution and resolution of the PIIKANI Investment Corporation so directing, the Trustee shall amend the terms of the loan agreement or loan guarantee, if acceptable.

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7 Heritage Account

7.1

- (a) Pursuant to Schedule "1", Settlement Funds in the amount of Five Million (\$5,000,000) Dollars, shall, upon deposit into the Settlement Account, be immediately transferred by the Trustee into the Heritage Account.
- (b) In the second year, a further Three Million (\$3,000,000) Dollars, upon deposit into the Settlement Account, shall be transferred by the Trustee to the Heritage Account.
- (c) In the third year, a further Two Million (\$2,000,000) Dollars, upon deposit into the Settlement Account shall be transferred by the Trustees to the Heritage Account.

7.2. Sixty-Five (65%) per cent of Annual Payments made pursuant to Section 5, of the Settlement Agreement shall, upon deposit in the Settlement Account, be transferred by the Trustee to the Heritage Account.

7.3 Subject to Section 7.5, Section 10, and Section 11.2(a), funds in the Heritage Account shall only be used by the Trustee to purchase Authorized Investments.

7.4 Funds in the Heritage Account shall not be expended by the Trustee except in accordance with this Trust Agreement. Specifically the Trustee shall:

- (a) not mortgage, pledge, assign, encumber or grant any security interest of any kind whatsoever against the funds in the Heritage Account or Authorized Investment purchased with funds from this Account for any purpose whatsoever;

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- (b) not permit the Council or any Person to withdraw or transfer funds from the Heritage Account for the stated and express purpose of making a grant, gift, loan or loan guarantee to, or for the benefit of:
- i. any Member of the PIIKANI Nation,
 - ii. a corporation owned in whole or in part by a PIIKANI Nation Member;
 - iii. a PIIKANI Business Entity;
 - iv. the PIIKANI Nation itself;
 - v. any other person.

7.5 Special Capital Project Expenditure

7.5.1 After five (5) years from the Effective Date and subject to Section 7.5.2, the Trustee shall distribute capital of the Trust Property taken from funds in the Heritage Account to, or as directed by, the PIIKANI Nation as beneficiary for the purpose of enabling the PIIKANI Nation to fund a Special Capital Project as per Section 1.2.25 provided the amount does not exceed:

- (a) on the first occasion, ten (10%) per cent of the total of the cash held in the Heritage Account and of the market value of the Authorized Investments purchased with funds from the Heritage Account as determined by the Trustee as of a date ten (10) days prior to the posting of Notice of the Referendum;

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(b) on subsequent occasions, as determined by the Trustee, the lesser of:

- (i) ten (10%) per cent of the total amount of cash held in the Heritage Account and of the market value of the Authorized Investments purchased with funds from the Heritage Account as of a date ten (10) days prior to the posting of Notice of the Referendum; or
- (ii) fifty (50%) per cent of the net increase in the market value of the Authorized Investments purchased with funds from the Heritage Account since the previous Special Capital Project expenditure, the net increase to be determined by subtracting the market value of the Authorized Investments held in the Heritage Account as of the date ten (10) days prior to the posting of Notice of the Referendum for any subsequent Special Project expenditure minus the market value of the Authorized Investments purchased with funds from the Heritage Account as of the date of the posting of Notice of the Referendum for the immediately previous Special Capital Project expenditure.

7.5.2 The payment of funds from the Piikani Trust to or, as directed by the PIIKANI as beneficiary, for the purpose of funding a Special Capital Project must first be approved by a Majority of Electors in a referendum directed by Band Council Resolution and held in accordance with the PIIKANI Nation Referendum Regulations attached as Schedule "5" to the Trust Agreement.

7.5.3 Upon receipt of a Band Council Resolution stating that an expenditure of a specific amount not exceeding the amounts set out in Section 7.5.1 for a Special Capital Project has been approved by a Majority of Electors in a referendum, the Trustee will pay, to or as directed by the PIIKANI as Beneficiary, the amount either to the

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PIIKANI Nation Settlement Revenue Account or, if directed by the Band Council Resolution, to a special account opened by the Council for the purpose of the Special Capital Project.

7.5.4 A Special Capital Project may only be proposed by Council, approved by the Electors, and paid by the Trustee once every three (3) years.

8 PIIKANI Nation Settlement Revenue Account (hereinafter the "Settlement Revenue Account")

8.1 The Council shall open the Settlement Revenue Account which shall be located on a reserve.

8.2 Funds paid by the Trustee to the Settlement Revenue Account are not Trust Property.

8.3 The Annual Income from each Trust Account shall be due and payable irrevocably in its entirety to the PIIKANI Nation in accordance with the terms of this Trust Agreement as at December 31 of each Fiscal Year.

8.4 The total amount of the Annual Income calculated for the Investment, Implementation, Environmental, Remediation or Heritage Accounts less the total amount of Authorized Expenses paid by the Trustee in the Fiscal Year on behalf of the PIIKANI Nation, shall be transferred to the Settlement Revenue Account.

8.5 Funds in the Settlement Revenue Account shall be managed, expended and accounted for by Council in accordance with the provisions of the PIIKANI Nation Financial Administration Code, and Settlement Revenue Account By-Law of the

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PIIKANI Nation, which may include provisions to deposit a portion of the funds paid into this account in the Piikani Trust.

9 Youth and Education Account

- 9.1 Pursuant to Schedule "1" Settlement Funds in the amount of Five Million (\$5,000,000) Dollars shall be transferred by the Trustee from the Settlement Account into the Youth and Education Account in the first Fiscal Year of the Settlement Agreement.
- 9.2 Thirty-Five (35%) per cent of the Annual Payments made pursuant to Section 5 of the Settlement Agreement shall, upon deposit in the Settlement Account, be transferred by the Trustee to the Youth and Education Account.
- 9.3 In the first Fiscal Year of the Settlement Agreement, upon receipt of a Band Council Resolution, so directing, the Trustee shall pay, One Hundred Thousand (\$100,000) Dollars from the Youth and Education Account to the PIIKANI Youth & Education Foundation on behalf of the PIIKANI Nation.
- 9.4 Subject to Section 9.3, funds in this Account shall only be used by the Trustee to purchase Authorized Investments in accordance with Section 10.
- 9.5 Upon receipt of a Band Council Resolution so directing the Annual Income from the Authorized Investments purchased with funds from this Trust Account as determined by the Trustees in accordance with Section 1.2.3 to which the PIIKANI Nation shall be entitled as the beneficiary, shall be paid at the end of each year on their behalf to the Youth and Education Foundation.

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9.6 Prior to the transfer of the funds pursuant to Sections 9.3 and 9.5, the Trustee shall receive a Band Council Resolution and supporting documentation stating the Council has established the PIKANI Youth and Investment Foundation in accordance with Schedule "3".

10 Authorized Investments

10.1 Upon receipt of a Band Council Resolution so directing, the Trustee shall hire one (1) or more institutional Investment Counsellors named by the Council which shall be a corporation registered and regulated by the Securities Commission of Alberta.

10.2 Funds from the Investment, Heritage, and Youth and Education Accounts shall be used to purchase Authorized Investments provided that the Trustee shall first obtain from the Council the following:

10.2.1 A copy of a current Investment Management Agreement between the Trustee and the Investment Counsellor, which has been approved by the Council, and which appoints the Investment Counsellor and authorizes the Investment Counsellor to retain such additional advisors as directed by Council. The Investment Management Agreement authorizes the Investment Counsellor to purchase Authorized Investments for each of the Trust Accounts in accordance with the terms of this Trust Agreement and the Investment Management Agreement; and

10.2.2 A copy of the current Investment Policy approved by the Council.

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- 10.3 The Trustee shall review the terms of the Investment Management Agreement and Investment Policy and advise the Council and Investment Counsellor of any conflict with the Trust Agreement.
- 10.4 The Trustee shall obtain from the Investment Counsellor a monthly report documenting the list of investments and confirming with Council that the investments acquired with funds from each of the Trust Accounts comply with Schedule "4" and the Investment Policy.
- 10.5 The Trustee shall satisfy itself the investments of funds from the Trust Accounts by the Investment Counsellor comply with Schedule "4" and the Investment Policy and notify the Council and Investment Counsellor of non-compliance with Schedule "4" or Investment Policy.
- 10.6 The Trustee, or any agent hired by the Trustee upon approval of Council, will hold Authorized Investments in accordance with industry standards.
- 10.7 Upon receipt of the Investment Counsellor's instructions with respect to Authorized Investments that have matured or that should be sold in order to optimize the Annual Income from the Accounts, the Trustee shall invest all or any portion of the funds obtained from such Authorized Investments. All funds that are not reinvested shall be deposited into the Account in respect of which the Authorized Investment was purchased.
- 10.8 Upon receipt of a Band Council Resolution so directing, the Trustee shall annually evaluate the performance of the Investment Counsellors against industry standards for portfolios with similar policies, objectives and investment guidelines and advise the Council of the results.

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11. Authorized Expenses

11.1 The Trustees shall submit a financial statement and explanation of Authorized Expenses to the Council on a quarterly basis.

11.2 (a) The PIIKANI Nation may by Band Council Resolution, direct the Trustee to pay on behalf of the PIIKANI Nation all Authorized Expenses on a timely basis from the Trust Property in either the Investment Account or Heritage Account as directed;

(b) Such payments may only be made by the Trustee upon delivery to the Trustee of a Band Council Resolution directing such payment.

11.3 The annual amount not to exceed 3% of the total value of the cash in all Trust Accounts and market value of all Authorized Investments purchased from all the Trust Accounts.

11.4 The Council may, by Band Council Resolution, also direct the Trustee to pay Authorized Expenses as and when occurred from funds in the Investment Account pursuant to a Financial Services Management Agreement with the Trustee.

12. Powers and Duties of the Trustee

12.1 Without in any way limiting or derogating from the powers, authorities, discretions and immunities otherwise howsoever available to the Trustee, whether under any statute or at law or otherwise, the Trustee hereunder shall have and be vested with the powers, authorities, discretions, and immunities set forth in Schedule "6", and as to which its judgment shall be final and conclusive upon all interested parties.

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- 12.2 The Trustee acknowledges the reliance of the PIIKANI Nation on the Trustee in ensuring that no funds will be withdrawn, invested, transferred or expended from the Trust without the requirements and obligations set out in this Trust Agreement having first been met by the Council and the Trustee.
- 12.3 The Trustee shall take reasonable measures to carry out its obligations under the provisions of loan agreements of the Trust with PIIKANI Nation Business Entities.
- 12.4 The Trustee may request of the Council such certificates, resolutions, instruments, or agreements as may be reasonably necessary for the operation of the Trust Accounts or the making of Authorized Investments. The Trustee will take reasonable and diligent measures to confirm the validity of any Band Council Resolution, notice or other document required to be delivered to it under this Trust Agreement. It will be sufficient if the resolution, certificate, notice or other document is in a correct form, signed, and confirmed by the Trustee to be executed by the Council or person(s) designated by Council to sign or execute it.
- 12.5 The Trustee shall maintain adequate records of all transactions affecting the Trust Property.
- 12.6 Within sixty (60) days of the end of each Fiscal Year, the Trustee shall prepare and submit to Council an annual report and financial statement for the purposes of informing the Council and Members about the status and expenditures of each of the Trust Accounts and that the operation of the Trust was in compliance with the Trust Agreement. The Trustee shall annually certify that all expenditures from each of the Trust Accounts were properly documented and authorized in compliance with the requirements of this Agreement.

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12.7 Any Member shall be entitled to receive a copy of the Trustee's report and financial statement from the Council.

12.8 At the request of Council, the Trustee will participate in community information sessions including any special meetings of the Members as may be called by Council to review the annual report of the Trustee.

12.9 The Trustee shall immediately notify the Council in writing of any failure on its part or of the PIIKANI Nation to adhere to the provisions of this Agreement.

12.10 In the event the Trustees must exercise any discretion on administrative or procedural matters not specifically included in this Agreement they shall advise the Council and obtain their direction by Band Council Resolution.

12.11 Upon direction by Band Council Resolution, the Trustee shall obtain bonding or security for the due and faithful administration of the Trust errors and omission insurance for the Trustee.

13 Liability of Trustee

13.1 The Trustees shall have no liability arising from the selection, actions or performance of the Investment Counsellors. Specifically, the Trustee shall have no responsibility or liability for losses to the Trust arising from the specific investment of Trust property in Authorized Investments as directed by Investment Counsellors other than to ensure such investments directed by the Investment Counsellor comply with Schedule "4" and the Investment Policy.

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- 13.2 The Trustee shall not be liable for any losses to the Piikani Trust resulting from a loan, loan guarantee, investment or expenditure of Trust Property as properly directed by the Council.
- 13.3 The Trustee shall have no obligations or liabilities in relation to funds once they are properly transferred out of the Trust and ceases to be Trust Property.
- 13.4 The Trustee shall not be liable for losses and damages to the Trust or to the PIIKANI Nation unless the Trustee has:
- (a) Acted with a fraudulent intent or with negligence resulting in actual loss of the Trust Property or loss or damage to the PIIKANI Nation.
 - (b) Breached the Trust Agreement resulting in the actual loss of the Trust Property or loss or damage to the PIIKANI Nation.
- 13.5 The PIIKANI Nation may enter into an indemnity agreement with the Trustee.
- 14 **Amendments:**
- 14.1 Subject to Sections 14.2, 14.5 and 14.6, there shall be no amendments to this Trust Agreement for a period of the first eight (8) years from the Effective Date unless such an amendment is required as a result of changes in law that adversely affect the Piikani Trust or the PIIKANI Nation.
- 14.2 Amendments to be made to the Trust Agreement as a result of changes in law shall only be initiated by Council and approved by Band Council Resolution after receipt of a written opinion from legal counsel explaining the adverse changes in the law and the legal implications and benefits of the proposed amendments .

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- 14.3 After eight (8) years no amendments to Sections 3 through 10, Sections 14 or 16, or Schedules "1", "2" and "3" are effective unless the proposed amendment is approved by a Majority of Electors in a Referendum held pursuant to the PIIKANI Nation Referendum Regulations attached as Schedule "5".
- 14.4 Prior to the Referendum Date for amending this Trust Agreement, the Council, in their sole discretion, shall use appropriate means to inform the Electors about the proposed amendments.
- 14.5 Amendments to Schedule "4" Re: Authorized Investments may only be approved by Band Council Resolution after the Council has first received advice from their Investment Counsellor in writing stating the reasons, terms and consequences of the amendment.
- 14.6 Notwithstanding Section 14.1, provisions of this agreement which are of an administrative or procedural nature and which legal counsel for the PIIKANI Nation has advised does not substantially alter the entitlements or obligations of the parties hereto, including the beneficial interest of the PIIKANI Nation, or the purposes of the Piikani Trust may be amended at anytime by a Band Council Resolution.
- 14.7 Any party to this Trust Agreement may apply to the Court of Queens Bench of Alberta for advice and direction regarding any question relating to the scope and extent of the powers conferred herein.
- 15 Removal of the Trustee:

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- 15.1 The Trustee may cease to act under this Trust Agreement by serving sixty (60) days' written notice to the Council but no such resignation shall be effective until a new trustee has been appointed by the Council.
- 15.2 Within 45 days of receiving the Trustee's notice of resignation the Council shall appoint a new trustee and will provide written directions to the resigning Trustee instructing them to transfer the Trust Property to the newly appointed qualified trustee.
- 15.3 The Council may remove the Trustee by serving twenty one (21) days notice to the Trustee.
- 15.4 Prior to serving notice of termination to the Trustee, the Council by Resolution shall have selected a replacement Trustee who is licensed to carry on the business of a Trustee in the Province of Alberta.
- 15.5 The withdrawal or removal of the Trustee by the Council does not affect the rights, obligations, liabilities and responsibilities of either party which accrued prior to the effective date of the termination of the Trustee's appointment hereunder.
- 15.6 The Trustee shall provide the PIIKANI Nation with a complete account of its administration of the Trust, in a form satisfactory to the PIIKANI Nation, within thirty (30) days of the date upon which the Trustee ceases to act hereunder.

16 Duration and Termination of the Trust

- 16.1 This Trust shall terminate and the Trust Property then remaining shall, after the payment of outstanding Trustee's fees, be paid or transferred to the PIIKANI Nation,

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Trust Agreement**

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upon the date which is immediately prior to the date upon the last survivor of the lawful issue of Her Majesty Queen Elizabeth II, alive at that Effective Date, dies.

17 Notices:

17.1 Notices under this Trust Agreement are effective if delivered by facsimile or registered mail as follows:

17.1.1 To the Trustee:

*
Telephone: (*) *
Facsimile: (*) *

17.1.2 To the PIIKANI Nation:

PIIKANI Nation
P.O. Box 70
Brocket, Alberta
T0K 0H0
Telephone (403) 965-3940
Facsimile (403) 965-2030

17.1.3 Ackroyd & Company
Barristers & Solicitors
1500 - 10665 Jasper Avenue
Edmonton, Alberta
T5J 3S9

Attention: Jerome N. Slavik
Telephone (708) 423-8905
Facsimile (780) 423-8946

or such other law firm as designated by the Council from time to time.

18 General:

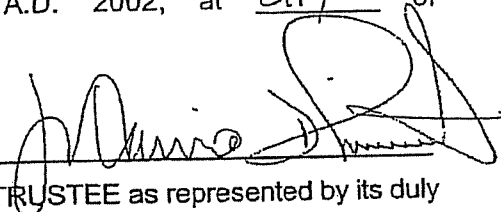
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Trust Agreement**

- 18.1 The Trustee confirms that it had received and reviewed the Settlement Agreement prior to entering into the Trust Agreement.
- 18.2 This Trust Agreement represents the entire agreement among the parties and there are no other terms, conditions, or agreements respecting the subject matter of this Trust Agreement other than as specifically stated.
- 18.3 The terms of this Trust Agreement will have priority over any conflicting term in any other agreement in regard to the Trust Property.
- 18.4 This Trust Agreement will be construed, governed and enforced in accordance with the laws of the Province of Alberta.
- 18.5 This Agreement enures to the benefit of and is binding on the parties and their respective successors.

IN WITNESS WHEREOF the Trustee's authorized officer has executed this Agreement this 30th day of OCTOBER, A.D. 2002, at CITY of CALGARY, in the Province of Alberta.

Witness



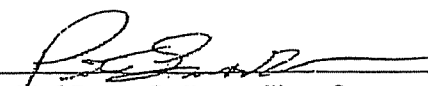
THE TRUSTEE as represented by its duly authorized representative

Piikani
Trust Agreement

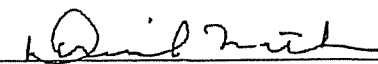
AND FURTHERMORE IN WITNESS WHEREOF the PIIKANI Nation as represented by the Chief and Councillors, for themselves and on behalf of the Nation, have executed this Agreement under their respective hands this 30th day of OCTOBER, A.D. 2002, at _____, in the Province of Alberta.

Approved and passed at a duly convened meeting of the Council of the PIIKANI Nation this 30th day of OCTOBER, A.D. 2002

Witness


Chief Peter Strikes with a Gun

Witness


Councillor Daniel (Woody) Northman

Witness


Councillor Brian H. Jackson

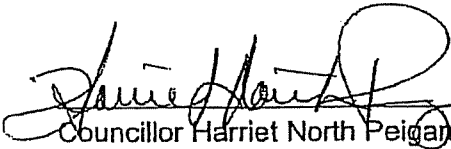
Witness


Councillor Edwin Small Legs

Witness


Councillor Lionel Crowshoe

Witness


Councillor Harriet North Peigan

Witness


Councillor Terry Yellow Horn

Witness

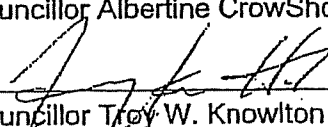

Councillor Neil Sharp Adze

**Piikani
Trust Agreement**

Witness

Councillor Albertine CrowShoe

Witness

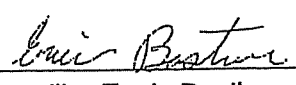


Councillor Troy W. Knowlton

Witness

Councillor Roberta Jean Yellow Horn

Witness



Councillor Erwin Bastien

Witness

Councillor Corbin Provost

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SCHEDULE "1"

**ALLOCATION TO TRUST ACCOUNTS OF PAYMENTS OF SETTLEMENT FUNDS
AND ANNUAL PAYMENT TO BE MADE TO THE PIIKANI NATION PURSUANT
TO SECTION "B" OF THE SETTLEMENT AGREEMENT**

ALLOCATION

Fiscal Year(s)*	Settlement Funds Paid	Investment Acct.	Implementation Account	PIIKANI Youth & Education Foundation	Heritage Account	Total
1	25.5	2.5	13.0	5.0	5.0	25.5
2	10.8	7.8	-	-	3.0	10.8
3	10.5	8.5	-	-	2.0	10.5
4	10.0	10.0	-	-	-	10.0
5	2.5	2.5	-	-	-	2.5
6	2.5	2.5	-	-	-	2.5
7	2.5	2.5	-	-	-	2.5
	64.30	36.3	13.00	5.0	10.0	64.30

* As defined in the Settlement Agreement.

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SCHEDULE "2"
PIIKANI NATION INVESTMENT CORPORATION (PIC)

I PURPOSES:

- (a) To provide prudent and reliable business and management advice to the Council regarding investment, loans and loan guarantees to PIIKANI Business Entities from the Investment Account and the operations of the PIIKANI Business Entities.
- (b) To develop and/or approve business plans for PIIKANI Business Entities. The mandate of the PIIKANI Investment Corporation includes, but is not limited to, establishing business plans and financial arrangements for the following PIIKANI Business Entities:
 - (a) PIIKANI Hydro (to participate in the ATCO Hydro Project).
 - (b) PIIKANI Land Acquisition (to acquire land for reserves and commercial purposes).
 - (c) PIIKANI Irrigation.
 - (d) PIIKANI Business Opportunity (to provide equity and loan financing to businesses owned by PIIKANI Nation Members).
 - (e) PIIKANI Wind Power (to participate in wind power joint venture).
 - (f) PIIKANI Facilities (to build a multi-purpose building on the reserve).
- (c) Where directed by Council to:
 - (i) hold shares in a PIIKANI Business Entity and appoint directors;
 - (ii) safeguard investments, loans and loan guarantees from the PIC by monitoring the management, operations and financial administration of PIIKANI Business Entities;
 - (iii) provide managerial, administrative and financial services to PIIKANI Business Entities;
 - (iv) report to the Council on a quarterly basis on the operation, management and financial status of PIIKANI Business Entities;

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- (v) provide a written report to Members on the operation and financial status of PIIKANI Business Entities on an annual basis;
- (vi) undertake other directly related or ancillary tasks as directed by the Council from time to time.

II OWNERSHIP AND LOCATION

- (a) The PIIKANI Investment Corporation shall be located on and operate solely on the PIIKANI Nation Indian Reserve. It shall be 100% owned by the PIIKANI Nation.
- (b) The shares shall be held in trust for the benefit of the PIIKANI Nation by person(s) appointed as shareholder trustees by Council from time to time. The shares shall be exercised in accordance with a Trust Agreement between the shareholder trustees and Council substantially in the form attached hereto.
- (c) The PIIKANI Investment Corporation shall be Federally incorporated.

III APPOINTMENT AND REMOVAL OF DIRECTORS

- (a) The PIC shall have seven (7) directors, three (3) of whom shall not be Members. One director shall be a chartered accountant, one shall be a lawyer, and one an experienced businessperson. Only one (1) Director may be a member of Council.
- (b) All Directors shall be appointed by the Council for a period of four (4) years based on the their qualifications, experience and abilities to manage and direct investments and businesses.
- (c) Directors may only be removed by the Council during their tenure in office only for breach of their duties and obligations as Directors.

**Piikani
Trust Agreement**

BETWEEN:

FIRST NATION,
as represented by the Chief and Council,
of
in the Province of Alberta,
(referred to as the "Shareholder")

and -

of in the Province of Alberta,

(referred to as the "Shareholder/Trustee")

TRUST AGREEMENT

At a duly convened meeting of the Chief and Council of the * FIRST NATION held on the day of _____, 2002, at which a quorum of the Council, by motion, authorized

as Shareholder/Trustee, to acquire, accept transfer of, and to hold One Hundred (100) Class "A" Shares of the issued shares of _____ LTD. (hereinafter referred to as the "Corporation"), in trust for the * FIRST NATION.

The Shareholder/Trustee agrees he shall vote the shares of the Corporation held by him as directed from time to time by the Chief and Council.

The Shareholder/Trustee further agrees that all dividends paid to him as Shareholder/Trustee will be transferred in their entirety to the *FIRST NATION immediately upon receipt of same by the Shareholder/Trustee.

The Shareholder/Trustee, at his sole discretion, may terminate this Trust Agreement upon written notification to the Chief and Council of the * FIRST NATION.

In the event that the Shareholder/Trustee, in his sole discretion, decides to terminate this Agreement, he shall transfer the shares to the replacement Shareholder/Trustee appointed by the Chief and Council.

The Chief and Council of the * FIRST NATION may terminate this Trust Agreement upon the following conditions:

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- (a) That at a duly convened meeting of the Chief and Council of the * FIRST NATION a motion is passed by a quorum of Council terminating the said Trust Agreement;
or
- (b) That the Shareholder/Trustee receives directions from the Chief and Council to transfer the shares held in trust for the * FIRST NATION to another Shareholder/Trustee.

DATED effective the _____ day of _____, 2002.

On behalf of the Chief and Council of the
* FIRST NATION (Pursuant to a Motion
passed on the _____ day of _____
2002

SIGNED, SEALED & DELIVERED
in the presence of

(Witness)

Shareholder/Trustee

INDEMNITY AGREEMENT

BETWEEN:

* FIRST NATION,
as represented by the Chief and Council,
of **,
in the Province of Alberta
(referred to as the "Shareholder")

- AND -

of the * FIRST NATION,
of **

in the Province of Alberta
(referred to as the "Shareholder/Trustee")

WHEREAS the Shareholder has requested that the Shareholder/Trustee hold ONE HUNDRED (100) Class "A" Shares of LTD., a corporation incorporated under the laws of the Province of Alberta, in trust for the * FIRST NATION;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the Shareholder/Trustee holding ONE HUNDRED (100) Class "A" Shares in the share capital of LTD. in trust for the Shareholder, the Shareholder agrees to indemnify and hold harmless the Shareholder/Trustee, his heirs, personal representatives and assigns from any and all liabilities, damages, costs, claims, suits or actions whatsoever arising out of the Shareholder/Trustee holding the said Shares of LTD. in trust for the Shareholder.

IN WITNESS WHEREOF the parties have set their hands and seals effective this ____ day of _____, 2002.

WITNESS

Shareholder/Trustee

* FIRST NATION on behalf of the Chief
and Council

PER:

CHIEF*

SCHEDULE "3"
TO THE PIKANI NATION TRUST AGREEMENT
PIKANI YOUTH AND EDUCATION FOUNDATION

I PURPOSES

Acting for and on behalf of the PIKANI Nation:

- (a) To develop and implement policies for scholarship, grants, awards and other financial assistance to Members pursuing adult education and post-secondary education on and off-reserve.
- (b) To provide and assist in funding for social, cultural, recreational, entrepreneurial and leadership Program and Services for Members.
- (c) To acquire additional funding for education from other public and private sources.

II OWNERSHIP AND LOCATION

- (a) The PIKANI Youth and Education Foundation shall be wholly owned by the PIKANI Nation. The shares shall be held in trust for the benefit of the PIKANI Nation by shareholder trustees appointed by Council from time to time. The shares shall be exercised in accordance with a Trust Agreement between the shareholder trustees and Council substantially in the form attached hereto.
- (b) Its head offices and all operations shall be located on the PIKANI Nation Reserve.
- (c) The PIKANI Youth and Education Foundation shall be a Federally incorporated "not-for-profit corporation" which shall obtain charitable tax status in order to facilitate corporate and private sector donations.

III APPOINTMENT AND REMOVAL OF BOARD OF DIRECTORS

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- (a) The Council shall appoint seven (7) directors, two (2) of whom shall be non-PIIKANI Nation Members. Only one (1) Director may be a Member of the Council and shall be the Portfolio holder for Education.
- (b) Directors shall be appointed based on their knowledge, experience and educational qualifications in providing advice, assistance and instructions to PIIKANI Nation students.
- (c) The directors shall be appointed for a period of four (4) years and may only be removed by Council for failing to fulfil their duties and obligations as directors.

III REPORTING REQUIREMENTS

The Directors shall report on a semi-annual basis to the Council as to their activities, expenditures, fundraising and any other relevant information.

The Directors shall report to the Members at a Band Meeting to be held annually.

SCHEDULE "4"
AUTHORIZED INVESTMENTS

1. Debt instruments issued or guaranteed by the Government of Canada, a Province of Canada, or a Municipality of Canada, or mutual or pooled funds thereof.
2. Debt instruments issued or guaranteed by a chartered bank (being those listed on Schedule 1 of the *Bank Act* as amended) including bankers' acceptances and mutual or pooled funds thereof.
3. Mortgage backed securities guaranteed by the Government of Canada, an agency of the government of Canada, or a chartered bank, including mutual or pooled funds thereof.
4. Commercial paper issued by corporations rated at R-1 low or A-1 by the Dominion Bond Rating Services or Canadian Bond Rating Services including mutual or pooled funds thereof.
5. Corporate Bonds rated A or better by the Dominion Bond Rating Services or Canadian Bond Rating Services including mutual or pooled funds thereof.
6. Convertible debentures rated BBB or better by the Dominion Bond Rating Services or Canadian Bond Rating Services up to ten (10%) percent of the equity position of the portfolio, or two and one-half (2.5%) percent of the entire portfolio.
7. Preferred shares and convertible preferred shares rated P2 or better by the Dominion Bond Rating Services or Canadian Bond Rating Services up to a maximum of two and one-half (2.5%) percent of the entire portfolio.
8. Equity securities including common shares, installment receipts, ADR's, and share purchase warrants of a corporation listed on a recognized North America stock exchange.
9. For further clarity, the total cost of all instruments in paragraphs 6 through 8 including equity securities, convertible debentures, preferred and convertible preferred shares, common shares, instalment receipts, common share purchase warrants, ADR's, including mutual or pooled funds thereof, purchased in the Capital Account cannot exceed sixty (60%) percent of the book value of the total cost of all securities held in the Accounts at time of acquisition.

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10. Within the guidelines set out in this Schedule, the amount from the Accounts to be invested in each of the various authorized investments, the asset mix policy, and other conditions governing such investments, shall be set out in an investment policy approved by the Council and their investment advisors from time to time.

SCHEDULE "5"

PIIKANI NATION REFERENDUM REGULATIONS

1 DEFINITIONS:

In this document:

- 1.1 "Deputy Referendum Officer" means a person appointed by the referendum officer for the purposes of the referendum;
- 1.2 "Referendum Officer" means a person as appointed by Band Council Resolution for the purposes of conducting the referendum;
- 1.3 Any term not defined herein shall have the same meaning as set out in the Settlement Agreement, the Trust Agreement or the *Indian Act*.

2 REFERENDUM:

2.1 Appointment of Referendum Officer: At least 40 days prior to the Referendum date, the Council shall appoint a Referendum Officer (hereinafter referred to as "the Officer") and, if necessary, a Deputy Referendum Officer, to conduct a referendum under the procedures set out herein to be held to determine if the Electors of the PIIKANI Nation wish to

- (i) approve a Special Capital Project Expenditure from the Heritage Account;
- (ii) amend the Trust Agreement;

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(iii) approve a plan for the termination of the Trust.

2.2 **Question:** The electors shall vote on the following question:

(a) For Special Capital Project Expenditures

*** "Do you approve a payment of \$_____ from the Heritage Account to the Settlement Revenue Account to be used by the Council for the following Special Capital Projects:

1. _____ \$(_____)
- _____
- _____ 2. _____ \$(_____)
- _____ ?"

(b) For Amending the Trust Agreement

"Do you approve the following amendment(s) to the Piikani Trust Agreement"

1. _____
2. _____

(a) For Approving a Plan for Termination of the Trust

"Do you approve the attached Plan for Termination of the Piikani Trust?"

3 POSTING OF NOTICE:

3.1 The Officer shall post a notice of the referendum at least thirty (30) days prior to the date of the referendum. Notices shall be posted at the PIIKANI Nation's administration office, at the facilities, on the PIIKANI Reserve and at other locations designated by Band Council Resolution.

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3.2 The Officer shall cause a notice of the referendum to be published in such publications as appropriate for the two (2) consecutive weeks preceding the date of the voting.

3.3 The notice referred to in subsections 3.1 and 3.2 shall state:

- 3.3.1 The dates on which the voting will take place;
- 3.3.2 The question to be submitted to the Electors;
- 3.3.3 The hours of day the Electors may vote; and
- 3.3.4 The locations of the polling booths.

4 REFERENDUM OFFICER - DUTIES:

4.1 The Officer shall:

- 4.1.1 Prepare a list containing in alphabetical order the names of the Electors entitled to vote on the referendum and designating the location of the polling booth where each Elector shall be entitled to vote;
- 4.1.2 Post a copy of the list of Electors in such places as he deems necessary at least fifteen (15) days prior to the date of the voting;
- 4.1.3 Prepare sufficient ballot papers in the prescribed form which shall state the question to be submitted to the Electors;
- 4.1.4 Procure sufficient ballot boxes;
- 4.1.5 Before the poll is open cause to be delivered to the Deputy Referendum Officer the ballot papers, a sufficient number of lead pencils for marking the ballot papers and copies of the TESA to be posted in the polling places;
- 4.1.6 Undertake such other activities as are necessary for the proper conduct of the referendum.

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4.2 Any Elector may apply to the Officer within ten (10) days of the posting of the list of Electors to have the list revised on the grounds that:

4.2.1 The name of an Elector has been omitted therefrom;

4.2.2 The name of an Elector is incorrectly set out therein; or

4.2.3 The name of a person not qualified to vote is included therein.

4.3 Where the Officer is satisfied that a revision is necessary in the list of Electors he shall make the revision and such revision shall be final.

4.4 The Officer or the Deputy Referendum Officer shall provide a compartment at each polling place where the Elector can mark his ballot paper free from observation.

4.5 The Officer or the Deputy Referendum Officer shall immediately before the opening of the poll, open the ballot box and call upon such persons who may be present to witness that it is empty and shall then lock and properly seal the box and place it in view for the reception of the ballots.

5 TIME AND PLACE FOR VOTING:

5.1 The voting will take place on two (2) days at the Community Hall on the First Nation's Reserve, and at other locations as may be designated by Band Council Resolution, from the time of 9.00 a.m. to 6.00 p.m.

5.2 An Elector who is inside the polling place at the time fixed for closing the poll shall be entitled to vote before the poll is closed.

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6 VOTING PROCEDURE:

- 6.1 The voting on the referendum shall be by secret ballot.
- 6.2 The Officer or the Deputy Referendum Officer after satisfying himself that a person presenting himself for the purpose of voting is entitled to vote at the polling place, shall provide such person with a ballot paper on the back of which the officer has affixed his initials, so placed, that when the ballot paper is folded the initials can be seen without unfolding the ballot paper.
- 6.3 The Officer or the Deputy Referendum Officer shall place on the list of Electors a mark opposite the name of every Elector receiving a ballot paper.
- 6.4 The Officer or the Deputy Referendum Officer shall explain the mode of voting to an Elector when requested to do so by such Elector.
- 6.5 On the application of an Elector who is:
 - 6.5.1 Not able to read; or
 - 6.5.2 Incapacitated by blindness or other physical cause,

the Officer or the Deputy Referendum Officer shall assist that Elector by marking his ballot paper in the manner directed by the Elector and shall place such ballot paper in the ballot box and make an entry in the list of Electors opposite the name of the Elector that the ballot paper was marked by him at the request of the Elector and the reasons thereof.

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6.6 For electors who are mentally or physically handicapped, their legal guardian or trustee may cast their ballot.

6.7 Except as provided in subsection 6(5) every Elector receiving a ballot paper shall:

6.7.1 Proceed immediately to the compartment provided for marking the ballot paper;

6.7.2 Mark his ballot by placing a cross ("X") under the word "YES" or "NO" opposite the question stated on the ballot paper;

6.7.3 Fold the ballot paper to conceal the mark on the face of the paper and to expose the initials on the back of it; and

6.7.4 Forthwith deliver it to the Officer or the Deputy Referendum Officer for deposit in the ballot box.

6.8 An Elector who receives a spoiled or improperly printed ballot paper, or inadvertently spoils his ballot paper in marking it shall, upon returning the ballot paper to the Officer or the Deputy Referendum Officer, be entitled to another ballot paper.

6.9 An Elector who has received a ballot paper and:

6.9.1 Leaves the compartment for marking ballot papers without delivering the same to the Officer or the Deputy Referendum Officer in the manner provided; or

6.9.2 Refuses to vote

shall forfeit his right to vote on the referendum and the Officer or the Deputy Referendum Officer shall make an entry on the list of Electors opposite the name

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of the Elector that the Elector did not return the ballot paper or refused to vote as the case may be.

- 6.10 The Officer or the Deputy Referendum Officer shall allow only one Elector in the compartment for marking ballot papers at any one time.

7 NON-INTERFERENCE AND MAINTENANCE OF ORDER:

- 7.1 No person shall interfere or attempt to interfere with an Elector when marking his ballot paper or obtain or attempt to obtain at the polling place information as to how an Elector is about to vote or has voted.

- 7.2 The Officer or the Deputy Referendum Officer shall maintain peace and good order during the voting and for this purpose he may enlist the assistance of constables, peace officers, or other persons present.

8 APPOINTMENT OF INTERPRETER:

- 8.1 Whenever the Officer or the Deputy Referendum Officer does not understand the language spoken by an Elector, he shall appoint and swear an interpreter who shall be the means of communication between him and the Elector with reference to all matters required to enable the Elector to vote.

9 COUNTING OF BALLOTS AND REPORTING OF OUTCOME:

- 9.1 Immediately after the close of the poll the Officer in the presence of the Deputy Referendum Officer and in the presence of any member of the Council of the PIIKANI Nation that may be present shall:

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- 9.1.1 Examine the ballot papers;
- 9.1.2 Reject all ballot papers that have not been supplied by him or by the Deputy Referendum Officer;
 - 9.1.2.1 that have been marked incorrectly, or
 - 9.1.2.2 upon which anything appears by which the Elector can be identified;
- 9.1.3 Count the votes given in favour of and against the question submitted in the referendum.
- 9.2 When the results of the voting are known to the Officer, he shall:
 - 9.2.1 Immediately prepare a statement in triplicate signed by himself indicating:
 - 9.2.1.1 the number of Electors who were eligible to vote;
 - 9.2.1.2 the number of Electors who voted;
 - 9.2.1.3 the number of votes cast in favour of and against the question submitted in the referendum; and
 - 9.2.1.4 the number of rejected ballots.
 - 9.2.2 Deliver a copy of the statement to:
 - 9.2.2.1 the Chief and Council of the PIIKANI Nation;
 - 9.2.2.2 the financial institution;
 - 9.2.2.3 the Council.

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10 RETENTION OF BALLOTS:

10.1 The Officer shall deposit the ballot papers used in the voting in a sealed envelope and retain it for sixty (60) days after which time he may, unless directed otherwise by the Council, destroy them in the presence of two witnesses.

11 APPROVAL OF THE EXPENDITURE OUT OF THE HERITAGE ACCOUNT:

** 11.1 The approval by a Majority of the Electors or a Plan to terminate the Piikani Trust of the Special Capital Project expenditure or amendment(s) to the Trust Agreement shall constitute authorization for the Council to complete and execute all documentation necessary to implement the outcome of the Referendum after the expiry of the appeal period.

12 APPEAL PROCEDURE:

12.1 Any Elector who has reasonable grounds for believing that:

12.1.1 There was a violation of the procedures outlined herein that may have materially affected the results of the referendum; or

12.1.2 There was corrupt practice in connection with the referendum,

may file a notice of appeal, with a statutory declaration containing a statement of the grounds of the appeal and particulars thereof, within five (5) days from the date of the referendum with the Officer by delivery or mail to the PIIKANI Nation office:

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- 12.2 Upon receipt of a Notice of Appeal by Band Council Resolution the Council shall appoint three (3) persons who are not members of the PIIKANI Nation to an "Appeal Panel".
- 12.3 The Officer shall within fourteen (14) days from the receipt of the appeal, forward to the Appeal Panel a copy of the appeal and a statutory declaration containing an answer to the particulars stated in the appeal.
- 12.4 The Appeal Panel may, if the material received is not sufficient to decide the validity of the grounds of the appeal, conduct such further investigation as they deem necessary.
- 12.5 Subject to s. 12.6, the Appeal Panel may dispose of an appeal by allowing it and ruling the results of the referendum are invalid and void.
- 12.6 Where the Appeal Panel is of the opinion that the grounds of appeal:
- 12.6.1 Are not established; or
 - 12.6.2 Do not materially affect the results of the referendum,
- they shall dismiss the appeal.
- 13 COSTS:**
- 13.1 All costs incurred by the PIIKANI Nation and associated with the conduct of the referendum and Appeal Panel shall be paid by the PIIKANI Nation.

SCHEDULE "6"

The Trustee shall have all of the powers and capacities that a natural person would have in the investment, management, supervision and administration of their own properties except as expressly limited by the terms of this Trust Agreement. Without restricting the generality of the foregoing, and only for the purposes of greater certainty, the Trustee is hereby authorized from time to time in its uncontrolled discretion:

(a) Investment Powers

The Trustee shall be limited and restricted to directing the Investment Counsellor to invest the Trust Property to such investments or securities as are set out in Schedule "4" of the Trust Agreement.

(b) Power to Vote Securities

The Trustee may exercise in person or by proxy all voting privileges upon any securities held by them.

(c) Administrative Powers

The Trustee may grant or accept drafts or promissory notes and to sign all other instruments in writing for the administration and management of the Trust Property; and to leave on deposit any or all of the Trust Property with a bank or trust company for safekeeping as directed by Council.

(d) Power to Employ and Remunerate Agents and Representatives

The Trustee shall employ, pay for (using Trust Property or income generated therefrom) and act upon the opinion or advice of or information obtained from any lawyer, accountant, financial advisor, or from any other experts and professional persons as approved by the Council, provided that the Trustee shall not be responsible for any loss, depreciation or damage occasioned by acting, in accordance therewith.

(e) Power to Settle Claims

With the approval of the Council, the Trustee may compromise, settle and adjust any claim or demand made against the Trust Property.

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(f) Protection of Trust Property

The Trustee may institute and defend proceedings at law and to proceed to the final determination thereof or compromise the same as the Trustee as directed by the Council.

(g) Situs of Trust Property

The Trustee shall hold the Trust Property or any part thereof at any place or places and to move the same from time to time from place to place inside or outside Alberta as directed by Council from time to time.

(h) Capitalization of Income

The Trustee may add to the capital of the Trust Property, at such times and in such amounts as directed by Council, the income of the Trust Property.