



**DOKIS FIRST NATION SEVEN GENERATIONS TRUST  
PLAIN LANGUAGE DOCUMENT**

Trust Provision	Plain Language and Explanation
<b>THIS TRUST AGREEMENT</b> is made and effective as of the ____ day of _____, 2025.	Date the trust comes into existence.
<b>DOKIS FIRST NATION</b> (the “ <b>Settlor</b> ”)	The Settlor is the individual that brings the trust into existence.
<b>WILLIAM BRAY, LYNNE LARIVIERE, MICHAEL ST PIERRE and RANDY RESTOULE</b> (the “ <b>Community Trustees</b> ”)	The Community Trustees are the Dokis First Nation Members who will be appointed as the first Community Trustees of the Trust.
<b>THE CANADA TRUST COMPANY</b> (the “ <b>First Administrative Trustee</b> ”)	After interviewing a number of trust companies, The Canada Trust Company was selected to be the Administrative Trustee of the Trust. The Administrative Trustee will work with the Community Trustees to manage the property in the trust and the administration of the Trust.
<b>WHEREAS:</b>	
A. On August 23, 2010, the Lake Huron First Nations, including Dokis First Nation, created a trust (the “RHT Litigation Fund”) to pursue claims (the “RHT Claim”) related to the nation-to-nation Treaty with the British Crown known as the 1850 Robinson Huron Treaty (the “Treaty”);	The historic background of the settling of the Dokis First Nation Seven Generations Trust and its guiding principals are set out in parts A-L.
B. On January 26, 2023, the Government of Canada (“Canada”) and the Government of Ontario (“Ontario”) accepted an offer by the RHT Litigation Fund to settle the RHT Claim for \$10 Billion (the “RHT Settlement Monies”), and the parties entered into a settlement agreement (the “Settlement Agreement”) which was signed by the RHT First Nations on January 3, 2024, and by Canada and Ontario on January 18, 2024;	In January 2024, the Crown on behalf of Canada and Ontario and the RHT Litigation Fund (representing the 21 Robinson Huron Treaty First Nations) agreed upon a \$10 Billion settlement.

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C. The RHT Settlement Monies were paid to the trustees of the RHT Litigation Fund, who then distributed to Dokis First Nation its share of the RHT Settlement Monies;	The RHT Litigation Fund paid to Dokis its share of the \$10 Billion RHT Settlement Monies.
D. After the payment of a per capita distribution to the Members, Dokis First Nation, as Settlor, wishes to establish the Dokis First Nation Seven Generations Trust (the "Trust") establishing the terms on which the Trustees are to hold Dokis First Nation's share of the RHT Settlement Monies net of the per capita distributions paid to Members (the "Settlement Monies");	Dokis wishes to establish a Trust (this Trust) for the long-term benefit of Dokis First Nation with its share of the RHT Settlement Monies remaining after payment of the PCDs.
E. The use of the Settlement Monies for Dokis First Nation for the collective is required in order to empower Dokis First Nation and the Members, and to fund the journey to economic prosperity, independence, and self-government;	The funds paid into the Trust will be used to empower Dokis as a whole to work towards economic prosperity, independence and self government.
F. The Dokis First Nation follows Anishinaabe law, which includes the guiding principles of the Seven Grandfather Teachings of love, respect, bravery, truth, honesty, humility, and wisdom;	Dokis follows our own law, being Anishinaabe law, which includes the Seven Grandfather Teachings.
<p>G. The Dokis First Nation mission provides that:</p> <p>Dokis First Nation will work together and continue to be pro-active in our training and education efforts in order for our motivated members to meet future employment opportunities created through ongoing community planning and development.</p> <p>Dokis First Nation will create and follow set guidelines, which will provide continuity in our administrative structure, encourage youth recruitment in leadership roles, provide skill development possibilities through internship and/or apprenticeship opportunities, and continue to promote accountability and transparency to our membership on an ongoing basis.</p>	Dokis' stated mission sets out the collective goals of the community: future employment, community planning, encouraging youth training for future leadership and advocacy for the advancement of the members in all aspects of our Anishinaabe culture, education, business, community and personal development.

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<p>Dokis First Nation will continue, to our fullest extent possible, to be an advocate for the advancement of our membership in all aspects of our Anishinaabe culture, education, business, community and personal development.</p>	
<p>H. The Dokis First Nation vision provides that:</p> <p>Dokis First Nation will continue to be a united, strong, and proud community, worthy of world recognition for our pristine wilderness, exceptional tourism attributes and ability to adapt and respond to global economic changes, while preserving our Anishinaabe culture, traditions and heritage.</p> <p>Dokis First Nation will be accountable to our entire membership by promoting transparency, accessibility and accountability through open dialogue in all community-related affairs.</p> <p>Dokis First Nation will continue to capitalize on opportunities that create tangible employment opportunities for our motivated and educated workforce, while preserving a healthy sustainable community.</p>	<p>Our vision is to maintain its strength as a united and strong community, adapting to modern economic needs and preserving Anishinaabe culture.</p> <p>We are accountable to the whole of the membership.</p> <p>We will continue our efforts to create employment opportunities for our members, balancing growth with a healthy sustainable community.</p>
<p>I. Dokis First Nation and the Trustees acknowledge that the monies settled upon this Trust play an instrumental role in self-determination, self-governance, and community empowerment; as well as fulfilling the promises of our ancestors to the Creator to look after our land, our people, our law and our spirituality;</p>	<p>Dokis and the Trustees acknowledge the responsibility to use the Trust funds for the community as a whole, balancing the promises of ancestors to the Creator with the goals of self-determination, self-governance and community empowerment.</p>
<p>J. The Dokis First Nation and the Trustees acknowledge and agree that monies settled upon this Trust are intended to benefit the Dokis First Nation based on the Anishinaabe Way and the Seven Grandfather Teachings and shall be administered by the Trustees in accordance with this Trust Deed which sets out the obligations of the Trustees regarding the management, uses, distribution and investment of the Trust Property, and the reporting requirements</p>	<p>Dokis and the Trustees acknowledge their duty to administer the Trust as set out in the Trust Deed, and based upon the Anishinaabe Way and the Seven Grandfather Teachings.</p>

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which govern the Trustees, and which is to be ratified by the Members;	
K. The purpose of the Trust is to hold and invest the Trust Property for the long-term benefit of Dokis First Nation as a collective; and	The goal of the Trust is to use the funds within it for the long-term benefit of our members as a collective.
L. The Settlor will pay and transfer the Settlement Monies to the Trustees to be held by them for the Beneficiaries as set out in this Trust Deed.	The Settlor (the Dokis First Nation) will pay the settlement funds into the Trust as set out throughout this Deed.
<b>NOW THIS TRUST AGREEMENT WITNESSES</b> as follows: <b>1. INTERPRETATION</b> <b>1.1 Definitions</b> In this Trust Agreement unless the context requires otherwise:	
(a) <b>“Accumulation”</b> has the meaning set out in section 5.3, and collectively, as applicable, <b>“Accumulations”</b> ;	“Accumulations” are relevant only to those Members who will not receive their Per Capita Distributions until a future date. For example, the Trust discusses “Deferred Per Capita Distributions” for Members who are Minors or Mentally Incapable. Minors will not receive their Per Capita Distributions until they attain the age of 21. The amount the Minors will receive upon attaining age 21 will be the original amount of the Per Capita Distribution increased by the Accumulation, which is the greater of the annual interest earned by the Trust and the annual rate of inflation. Similar rules exist for Deferred Per Capita Distributions payable to Members who are Mentally Incapable.
(b) <b>“Administrative Trustee”</b> includes the First Administrative Trustee and any Administrative Trustee appointed under section <b>Error! Reference source not found.</b> to replace the First Administrative Trustee and all successors in accordance with this Trust	The Canada Trust Company (TD) is the Administrative Trustee of the Trust, and will work with the Dokis Community Trustees to manage the Trust Property and administer the Trust.

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<p>(c) <b>“Annual Comprehensive Budget”</b> means a budget developed by Council and the Trustees and approved by Complementary Resolutions, governing the discretionary distribution of Trust income, and including the annual operational budget and anticipated distributions for the Purposes of the Trust;</p>	<p>Each year, Council and the Trustees will prepare a budget for the Trust with an estimate of the operational expenses and anticipated distributions from the Trust. Council will approve the budget by Council Resolution and the Trustees will approve the budget by Trustees’ Resolution.</p>
<p>(d) <b>“Anishinaabe Way”</b> refers to a way of life grounded in Anishinaabe worldview, teachings, and natural law. It reflects a holistic approach to well-being — balancing the mental, emotional, physical, and spiritual — and living in alignment with the land, our ancestors, and all of creation. The Anishinaabe Way emphasizes respectful relationships, interconnection, and responsibilities to future generations. It is guided by the Seven Grandfather Teachings: Love, Respect, Bravery, Truth, Honesty, Humility, and Wisdom. Living the Anishinaabe Way means striving for Mino Bimaadiziwin — the good life — rooted in kindness, balance, and the sacredness of all life;</p>	<p>The Anishinaabe Way is briefly described. The Anishinaabe Way and the Seven Grandfather’s Teachings are to guide the Trustees in their decisions related to the administration of the Trust.</p>
<p>(e) <b>“Approved Expense”</b> means an expense of the Trust which is detailed by an invoice in writing and</p> <ul style="list-style-type: none"> <li>(i) in respect of which the Trustees have, by a Trustees’ Resolution, determined reasonable, or</li> <li>(ii) has been included in an Annual Comprehensive Budget prepared and approved by the Trustees, or</li> <li>(iii) is an obligation under an agreement that the Trustees have entered into, provided always that any Approved Expense</li> <li>(iv) up to \$100,000 may be approved by the Trustees, in their discretion;</li> <li>(v) between \$100,001 and \$999,999 may only be approved by the Trustees with the agreement of Council and approved by Complementary Resolutions, and</li> </ul>	<p>The Trustees will review all expenses of the Trust and pay those which they deem to be reasonable, or which have been included in the budget, or which arise from an agreement the Trustees have entered into.</p> <p>Expenses under \$100,000 may be approved by Trustees.</p> <p>Expenses between \$100,001 and \$999,999 require Trustees and Council approval.</p> <p>Expenses of \$1M and over require Trustee, Council and Member approval, to be obtained at a General Meeting.</p> <p>These amounts are indexed for inflation.</p>

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<p>(vi) \$1,000,000 and over may only be approved by the Trustees with the agreement of Council and approved by Complementary Resolutions, and the Members at a General Meeting;</p> <p>and such amounts referred to in subsections (iv), (v) and (vi) shall be indexed for inflation in accordance with CPI;</p>	
<p>(f) <b>“Authorized Investments”</b> means those investments purchased by the Trustees with the Trust Property as permitted and pursuant to and in accordance with the Investment Policy Statement;</p>	<p>The Trustees and Council will approve an Investment Policy Statement for the Trust. The Investment Policy Statement will include investment objectives and risk tolerance, as well as the investments which the Trustees are authorized to make.</p>
<p>(g) <b>“Beneficiaries”</b> means:</p> <ul style="list-style-type: none"> <li>(i) the Dokis First Nation;</li> <li>(ii) the Members; and</li> <li>(iii) all Entities which are added as beneficiaries of this Trust pursuant to section <b>Error! Reference source not found.</b> of this Trust</li> </ul>	<p>The Beneficiaries of the Trust are Dokis First Nation, the Members, and any Entities (charities and not-for-profits for the Benefit of Dokis First Nation) that may be added later as beneficiaries to the Trust.</p> <p>The purpose of adding “Entities” is to allow the Trustees to transfer funds from the Trust to a charity or not-for-profit corporation to carry on one or more of the Purposes (defined below) beneficial to the Dokis First Nation. For example, the Trustees could establish a charity with education as its purpose, and distribute income to the charity to provide funding for education.</p>
<p>(h) <b>“Chartered Professional Accountant”</b> means a person licensed as a public accountant with the Chartered Professional Accountants of Canada and any applicable provincial institute or other governing body;</p>	<p>A Chartered Professional Accountant is a licensed and regulated Accountant who can assist the Trustees in the administration of the Trust.</p>
<p>(i) <b>“Communication”</b> means a Notice, document, request, approval, authorization, or consent required or permitted to be given or made under this Trust Agreement;</p>	<p>A “Communication” is a communication that must be delivered as part of the terms of the Trust. For example, if a Trustee wants to</p>

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	<p>resign from his or her role as Trustee, he or she must send a written notice to the other Trustees.</p> <p>A Communication may be delivered by email, courier, Canada Post mail, or by fax.</p>
<p>(j) <b>“Community Trustees”</b> means such persons as are appointed or elected from time to time from the Members of the Dokis First Nation who are 18 years of age or older to serve as Trustees in accordance with this Trust Deed, and for certainty, includes the Off-Reserve Community Trustees, and the On-Reserve Community Trustees;</p>	<p>Community Trustees are members of Dokis. There will be two Off-Reserve Community Trustees, and two On-Reserve Community Trustees. The Community Trustees are distinguished from the Administrative Trustee, which is, for example, a trust company.</p>
<p>(k) <b>“Complementary Resolutions”</b> means a Council Resolution and a Trustees’ Resolution, made in relation to any matter in this Trust Agreement which requires approval by Complementary Resolutions;</p>	<p>Complementary Resolutions are used when Council and the Trustees must agree on a decision or action. The process will look like this: once the decision is made, Council will sign a Council Resolution approving the decision or action, and the Trustees will sign a Trustees’ Resolution approving the same decision or action.</p> <p>Together, the Council Resolution and the Trustees’ Resolution are called “Complementary Resolutions”.</p>
<p>(l) <b>“Comprehensive Plan”</b> means the Comprehensive Plan referred to in section <b>Error! Reference source not found.</b> and means a plan approved by Complementary Resolutions and by the Members at a General Meeting, dealing with the investment, management, distribution and utilization of the Trust Property; but a plan shall not be a Comprehensive Plan for the purposes of this Trust unless it is made in compliance with section <b>Error! Reference source not found.</b> hereof and its terms include the following:</p> <ul style="list-style-type: none"> <li>(i) a general statement of priorities among the Purposes;</li> <li>(ii) an allocation of resources in pursuit of the Purposes, which to the extent reasonably practicable, attempts to provide for a balance</li> </ul>	<p>In administering the Trust and deciding how to use the Trust funds over time, the Trustees will be guided by policies and procedures in a separate document called the “Comprehensive Plan”.</p> <p>It helps to think of the Trust as the “what” and the Comprehensive Plan as the “how”. The Trust Deed provides the framework for the administration of the Trust but is somewhat set in stone and general in its terms. A Comprehensive Plan, on the other hand, can be adjusted with the cooperation of Dokis and the Trustees and deal in greater detail with community needs, aspirations and priorities at any given time.</p>

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<p>between the benefits that will accrue to those Members who live on Reserve and those who live off Reserve;</p> <p>(iii) a policy on the preservation of a portion of the Trust Property for the benefit of future generations of Members to the extent required by the terms of the Trust;</p> <p>(iv) a policy governing income distribution in accordance with the terms of the Trust;</p> <p>(v) the annual review by Members and the Council of the use of Trust Property in the past fiscal year;</p> <p>(vi) a process for Council consulting with the Trustees, on behalf of the Members, on the Trustees' administration of the Trust and the management and distribution of Trust Property in accordance with the Comprehensive Plan for the next year;</p> <p>(vii) a protocol for the nomination and election, and appointment of Community Trustees; and</p> <p>(viii) rules for the investment of Deferred Per Capita Distributions and the computation of Accumulations.</p>	<p>The Comprehensive Plan will contain guidance for the investment, management, distribution and use of the Trust Property.</p> <p>Examples of topics to be included in the Comprehensive Plan are:</p> <ul style="list-style-type: none"> <li>- identifying the priorities for the use of Trust funds;</li> <li>- allocations of money for the benefit of the Members;</li> <li>- balancing to the needs and wishes of on-Reserve and off-Reserve Members;</li> <li>- policies about income (interest earned on investments) distributions from the Trust;</li> <li>- saving Trust Property for future generations;</li> <li>- the annual review process for management of the Trust funds;</li> <li>- rules for nomination and election of Community Trustees;</li> <li>- rules for the investment of trusts for Members who are Minors or who are Mentally Incapable;</li> <li>- Rules for the compensation of Dokis Community Trustees.</li> </ul> <p>For example, the Comprehensive Plan could provide that Community Trustee compensation is to be in the form of an honorarium based on the amount of time the Trustees spend in meetings, and could set the rate of those payments as the same rate paid to Councillors for their meeting work.</p> <p>A sample honorarium scheme is included:</p>



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		Meeting Length	Honorarium
		0-4 hours	\$200
		4-6 hours	\$250
		Over 6 hours	\$300
		Overnight	\$400
	If the compensation rate needed to be changed over time, the change could be made to the Comprehensive Plan, versus having to make a change to the entire Trust Deed, which can be expensive and impractical.		
(m) <b>“Consent to Act as a Community Trustee”</b> means the consent to act as a Community Trustee in the form attached as Schedule “A” to this Trust Deed;	Each Community Trustee will sign a Consent to Act confirming that they are eligible to act as a Trustee and that they agree to act as a Trustee of the Trust. In the Consent to Act, they also acknowledge that they have received a copy of the Trust Deed, and they state that they understand their duties and obligations, and agree to follow the terms of the Trust and the law.		
(n) <b>“Consent to Act as Administrative Trustee”</b> means the consent to act as Administrative Trustee in the form attached as Schedule “B” to this Trust Deed;	The Administrative Trustee will also sign a Consent to Act confirming they agree to act as a Trustee of the Trust, acknowledging they have received a copy of the Trust Deed, and stating that they understand their duties and obligations, and agree to follow the terms of the Trust and the law.		
(o) <b>“Council”</b> means the duly elected Chief and Council of the Dokis First Nation acting from time to time;	Council means both the Chief and Council in office at the given time.		

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(p) <b>“Council Liaison”</b> means a Member who is appointed by Council to act as a liaison between the Council and the Trustees in accordance with the process in the Comprehensive Plan;	A Council Liaison will be appointed by Council to facilitate information-sharing between the Council and the Community Trustees. The role of the Council Liaison is to keep the Trustees informed about Council’s initiatives, to create efficiencies and avoid duplication of costs and effort between the Council’s and the Trust’s initiatives.
(q) <b>“Council Resolution”</b> means a resolution of Council, passed by a majority of the Councillors present at a duly called and convened meeting at which a quorum is constituted, to be evidenced in writing;	The consent of Council is required for a number of decisions related to the Trust. For example, Council will work with the Trustees to prepare a budget for the Trust and then approve it by way of a Council Resolution. The Trustees will approve the budget by Trustees’ Resolution.
(r) <b>“CPI”</b> stands for Consumer Price Index;	The Consumer Price Index measures the average price paid for a theoretical basket of goods and services, as that price changes over time. The change in the consumer price index over time is a common way to measure inflation. When specified dollar amounts in the Trust are adjusted for inflation, the Trust uses CPI as the basis for adjusting those amounts.
(s) <b>“Deferred Per Capita Distribution”</b> means a Per Capita Distribution being held and invested by the Trustees for the benefit of a Member who is a Minor or who is Mentally Incapable, and includes any applicable Per Capita Distribution for the benefit of a Minor or Mentally Incapable person who was not a Member on the Per Capita Distribution Eligibility Date but who has applied for status or has had someone apply for status on their behalf within the prescribed time period, and who ultimately becomes a Member within the prescribed time period;	<p>The payment of a Deferred Per Capita Distribution is “Deferred” until some future date. These Per Capita Distributions are for Members who are Minors (defined as persons under age 21) or who are Mentally Incapable.</p> <p>PCD funds for Minors and Mentally Incapable persons will be paid out at a future date such as, for example, when a Member who is a Minor attains the age of 21.</p>
(t) <b>“Deferred Per Capita Distribution Date”</b> means the date on which a Member attains the age of twenty-one (21) years and  (i) is not Mentally Incapable, or	The Deferred Per Capita Distribution Date is the date on which a Per Capita Distribution which has been held for the benefit of a Minor (defined as a person under age 21) or a Mentally Incapable person will be paid out.

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<p>(ii) is Mentally Incapable and has a Guardian appointed in respect of the Member; or</p> <p>(iii) who at one time was Mentally Incapable but has regained mental capacity and is no longer Mentally Incapable;</p> <p>(iv) has become a Member through the process described in the below definition of Per Capita Distribution Qualifying Member;</p>	<p>In the case of a Minor, the amount is paid out when he or she turns 21.</p> <p>In the case of a Mentally Incapable person, the amount will be paid to the person's court-appointed Guardian, or to the person themselves if the person has regained mental capacity, and the date will be determined by events such as a Guardian notifying the Trustees that they have been appointed and can receive the PCD on the mentally Incapable person's behalf.</p> <p>We do not want to penalize any youth who was not fortunate enough to have someone apply for status for them prior to the September 9, 2023. Also, by law, we need to give a minor a period of time after they become of age to get their status application in.</p> <p>Therefore, if a child is 12 years old and was eligible to be a member of Dokis on September 9, 2023, but was not a member because their parent/guardian had not applied for them, the child will have two years from their 18<sup>th</sup> birthday to apply for status, and once applied, they must be approved before their 30<sup>th</sup> birthday. Once approved, they qualify for the PCD plus Accumulations to be paid to them.</p>
<p>(u) <b>“Delayed Per Capita Distribution”</b> means the date on which a Per Capita Distribution for a Per Capita Distribution Qualifying Member pursuant to subsection 1.1(ggg)(i) or subsection 1.1(ggg)(ii) is to be paid to or applied for the benefit of the Member;</p>	<p>The payment of a Delayed Per Capita Distribution is “delayed” until some future date. The Trustees will be holding the PCD funds for adult members who were on the Members List on September 9, 2023, but who have not yet come forward to collect their PCD. The payment is delayed until they come and collect it. This also includes adults who had their applications in to ISC by September 9, 2023, but ISC had not yet processed it.</p>
<p>(v) <b>“Delayed Per Capita Distribution Date”</b> means a Per Capita Distribution to be paid to or for the benefit of a Per Capita Distribution Qualifying Member;</p>	<p>The Delayed Per Capita Distribution Date is the date on which a Per Capita Distribution which has been held for an adult who hasn't collected their PCD yet.</p>

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(w) <b>“Dokis First Nation”</b> means Dokis First Nation as represented through its duly elected Chief and Council;	Dokis First Nation refers to the Members of the Dokis First Nation as a group represented by Chief and Council.
(x) <b>“Economic Development Guidelines”</b> means guidelines for the purpose of Economic Development Initiatives developed from time to time by the Community Trustees that set out <ul style="list-style-type: none"> <li>(i) informational requirements for applications for funding for Economic Development Initiatives;</li> <li>(ii) criteria, including risk tolerance, upon which those applications will be evaluated; and</li> <li>(iii) any other factors considered relevant and appropriate by the Community Trustees;</li> </ul>	<p>The Trustees may distribute money from the Trust to fund Economic Development Initiatives of the Dokis First Nation.</p> <p>To receive funds, an Economic Development Initiative has to meet some qualifications:</p> <ul style="list-style-type: none"> <li>- information that must be included in the application;</li> <li>- the standards that the proposed project must meet, such as risk tolerance;</li> <li>- other factors that the Community Trustees identify over time.</li> </ul>
(y) <b>“Economic Development Initiative”</b> means a business venture of the Dokis First Nation that meets the Economic Development Guidelines developed from time to time by the Community Trustees;	<p>The Trustees may distribute money from the Trust to fund Economic Development Initiatives of the Dokis First Nation.</p> <p>To be eligible for funding, and to qualify as an Economic Development Initiative as defined in the Trust, the Trustees will develop and share the guidelines referred to in this paragraph for the Trust.</p>
(z) <b>“Electronic Vote”</b> has the meaning given to it in the Comprehensive Plan in place from time to time and any time there is no Comprehensive Plan has the meaning given to it by the Trustees;	Members may vote on matters a number of ways, including by Electronic Vote.
(aa) <b>“Entity”</b> means a corporation, society or trust;	An Entity, such as a not-for-profit corporation, may be added as a beneficiary of the Trust. The purpose of a not-for-profit could include, for example, to provide services for senior members of the Dokis First Nation, or other purposes that fit in with the overall Purposes of the Trust as defined below.

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	This sort of Entity would provide another way to pay the Trust funds to benefit the Dokis First Nation community, and give the Trustees flexibility in supporting community needs.
(bb) <b>“Family”</b> means mother, father, step-mother, step-father, brother, sister, half-brother, half-sister, step-brother, step-sister, child, grandchild, step-child, step-grandchild, dependent, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and any person with whom that Trustee resides, and for purposes of this definition, “spouse” includes an individual with whom one is co-habiting in a marriage-like relationship and “son” or “daughter” includes a legally adopted son or daughter and the kindred relationships that flow from that;	Family is defined for the purposes of determining whether a Trustee may be facing a conflict of interest.  If a Trustee could benefit personally, or his or her Family could benefit from a contract with the Trust, the Trustee must disclose the potential conflict of interest to the other Trustees.
(cc) <b>“Financial Institution”</b> means a bank, trust company or credit union duly licenced to conduct business in Canada and may include an affiliate or related party of the Trustees;	Refers to the bank where the Trust’s bank account is held.
(dd) <b>“First Administrative Trustee”</b> means the first Administrative Trustee appointed by Council with powers and duties as set out in this Trust Agreement;	The Canada Trust Company.
(ee) <b>“Generally Accepted Accounting Principles”</b> means the accounting principles generally accepted in Canada from time to time and, if the handbook published by the Canadian Institute of Chartered Professional Accountants or its successor includes a statement of a principle or an accounting guideline, that statement will be considered conclusively to be an accounting principle or guideline generally accepted in Canada;	The accounting principles governing the Trust, “Generally Accepted Accounting Principles”, are the rules and customs that accountants follow to make sure that their reporting meets the standards expected of Canada Revenue Agency.
(ff) <b>“General Meeting”</b> means a general membership meeting called in accordance with the governance procedures as set out in the Comprehensive Plan, which procedure shall include the notice period and quorum for the meeting, as well as the threshold to be met for a	Discussions about the Trust will be held at a General Meeting of the Members. As of the date the Trust is settled, Council may call a General Meeting by giving at least 14 days’ notice to the Membership.

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motion at the meeting to be approved or carried; and as of the Settlement Date and until the first Comprehensive Plan is adopted, a General Meeting is a general membership meeting called by Council with at least 14 days' notice, attended by a quorum consisting of not less than 50% +1 of the voting age Members in attendance at the meeting where "attended" means in person or by mail in vote, including electronic vote, and at which the threshold to be met for a motion is 50% +1;	A quorum, the minimum number of members required to be present at a meeting for official business to be conducted, must include 50% +1 of the voting age Members in attendance.  Attendance and voting can take place in-person or by Zoom or other video electronic apps, and by mail (for voting).
(gg) <b>"Guardian"</b> means a Person who is a statutory or court-appointed guardian of property pursuant to the Substitute Decisions Act, 1992, S.O. 1992, c. 30, or a comparable substitute decider appointed pursuant to comparable legislation of another jurisdiction, or the Minister or a guardian appointed by the Minister pursuant to the <i>Indian Act</i> ;	A Mentally Incapable Member may have an appointed Guardian who manages the Member's finances. The Trustees may pay Per Capita Distributions and any other distributions from the Trust to the Guardian for the benefit of the Mentally Incapable Member.
(hh) <b>"Indian Act"</b> means the <i>Indian Act</i> , R.S.C. 1985, c. I-5 and the regulations made under that Act as amended or replaced from time to time, and any reference to a section of the <i>Indian Act</i> includes that section as amended or replaced, unless otherwise stated;	Certain terms are as defined in the <i>Indian Act</i> , such as "Member" and "Reserve".
(ii) <b>"Income Tax Act"</b> means the <i>Income Tax Act</i> , S.C. 1985 (5th Supp.) c.1, and any regulations to that Act, all as amended or replaced from time to time;	There are references to the <i>Income Tax Act</i> in the Trust, for example, provisions of the Trust assisting the Trustees with reducing the overall burden of taxation on the Trust.
(jj) <b>"Infrastructure"</b> means the construction, renovation, repair, maintenance and operation of public buildings, capital works, roads, services or systems for the benefit of the Dokis First Nation both on-Reserve or off-Reserve;	Infrastructure is included within the community Purposes that may be funded out of the Trust. Infrastructure refers to physical and organizational structures and facilities for the benefit of the Dokis First Nation, including construction, renovation, repair, maintenance and operation of public buildings, capital works, roads, services or systems.
(kk) <b>"In good standing with the Band"</b> means a Member has no arrears or amounts owing to the Band	A member is in good standing if he or she does not owe a debt to the Dokis First Nation.

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(ll) <b>“Investible Assets”</b> means the Trust Property excluding real property, and shall not include any loan receivable from the Dokis First Nation;	Investible assets mean assets like cash which can be placed in investment accounts, but do not include land or a loan owing by Dokis First Nation to the Trust.
(mm) <b>“Investment Manager”</b> means a firm or individual that is a member in good standing, and can demonstrate has been in good standing for at least 5 years, with the Investment Industry Regulatory Organization of Canada or an equivalent body, that is a member of the Canadian Investor Protection Fund or an equivalent body and that has obtained registration with the Ontario Securities Commission as an advisor in the category of Investment Counsel Portfolio Manager in accordance with National Instrument 31-103 7.2(1)(a) as the term is amended from time to time, and whose revenue is derived from the discretionary management of investment portfolios;;	<p>The Community Trustees and Council will appoint one or more Investment Managers to manage the investment of all or part of the Trust Property. The Trustees will then work with the Manager to understand how to make investment decisions and when they can delegate some or all of the investment decisions to the Investment Manager.</p> <p>The Investment Manager must be licensed and experienced, and in good standing with their licensing body for at least five years. These qualifications are very important as this person (or persons) will have responsibility for guiding the Trustees through complicated decisions over a large part of the property that will be held in the Trust.</p>
(nn) <b>“Investment Policy Statement”</b> means the investment policy statement for the Trust Property approved by the Community Trustees and Council from time to time, including reasonable investment objectives and risk tolerance, as established and amended from time to time by the Community Trustees and Council, and confirmed by Complementary Resolutions after consultation with the Administrative Trustee and the Investment Manager, or, in the event that the Community Trustees and Council are unable to agree on an investment policy statement or amendments thereto, as determined by Trustees’ Resolution;	<p>The Trustees, with the guidance of an Investment Manager, will develop an Investment Policy. The Policy will set out goals for the money held in investments (such as trying to earn enough interest every year to out-pace inflation). The Policy will also set out the risk tolerance for the investments. Risk tolerance describes an investor’s ability and willingness to accept potential losses.</p> <p>When investing as a Trustee, risk tolerance is different than what a person might be able to accept if he or she were investing their own money. Having an Investment Policy will help guide the Trustees to make decisions that balance the goals of the Trust with community needs and wishes, and it will be included in the Comprehensive Plan.</p> <p>The Administrative Trustee and Investment Manager will be consulted as the Investment Policy is developed, and then be approved by the Community Trustees and Council. It will be</p>

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	updated from time to time, and then approved as it changes over time.
(oo) <b>“Knowledge Keeper Liaison”</b> means a Member appointed by Council in accordance with the process and criteria as set out in the Comprehensive Plan;	A Knowledge Keeper Liaison will work with the Trustees to provide insight and guidance to their decision making. That person will be a member of the Dokis First Nation who holds deep understanding of traditional knowledge, cultural practices and ancestral wisdom, and will enhance the ability of the Trustees to administer the trust in a manner respecting the Anishinaabe way.
(pp) <b>“Legal Counsel”</b> means an individual, partnership or corporation who is authorized by one of the Law Societies in Canada to provide the services of a barrister and solicitor;	The Trustees may retain advisors, including lawyers and accountants. This allows the Trustees to have support in their decision making in specialized areas, such as decisions that have impact on income taxes and the Trust.
(qq) <b>“Legal Personal Representative”</b> means a duly appointed executor, administrator, estate trustee, guardian, tutor, trustee, receiver or liquidator, or the curator, guardian of property for a person who is Mentally Incapable; and for certainty, includes person appointed by the Minister in accordance with the <i>Indian Act</i> ;	<p>A Member who is Mentally Incapable may have someone managing their money for them and making financial decisions on their behalf, referred to as the Member’s Legal Personal Representative. A Legal Personal Representative can be appointed through a power of attorney, by the Minister of ISC, or by a provincial Court order appointing a Guardian.</p> <p>A Legal Personal Representative may also be the person who administers an estate, such as an executor. This is relevant to the Trust in ways such as this: if a Member who is a minor dies before attaining the age of 21, the Trustees will pay the Deferred Per Capita Distribution to that Member’s Legal Personal Representative.</p>
(rr) <b>“Member”</b> or <b>“Members”</b> means any person who is a member of the Dokis First Nation as the term “member of a band” is defined in the Indian Act, or in accordance with the Dokis First Nation Members List should the Dokis First Nation exercise lawful self-governance control over their membership list, and	A Member is a person who is a Member of the Dokis First Nation as “member” is defined in the <i>Indian Act</i> . However, if the Dokis First Nation gains control over its membership list, then a “member” is a person as defined in the membership list.



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<p>(i) for the purpose of the definitions of General Meeting herein and for the purpose of Members' consent, approvals or vote, as required by this Trust Agreement, Members of the Dokis First Nation who are of the full age of 18 years and are not disqualified from voting at Dokis First Nation elections; and</p> <p>(ii) for greater certainty, means Members who reside on or off Reserve;</p>	<p>"Member" includes members of Dokis First Nation who reside on or off Reserve.</p> <p>For the purposes of voting at a General Meeting, or otherwise obtaining consent or approval of Members, a "member" is a person who has attained the age of 18 and is qualified to vote.</p>
<p>(ss) <b>"Members List"</b> means a list of the Members of the Dokis First Nation at a specific time;</p>	<p>The Members List is used to determine various things under the Trust such as, for example, who may be entitled to receive a Deferred Per Capita Distribution or Delayed Per Capita Distribution. be used to determine those Members who are eligible to receive a Per Capita Distribution as of a given date.</p>
<p>(tt) <b>"Memorandum of Wishes"</b> means the Memorandum of Wishes to the Trustees of the Dokis First Nation Seven Generations Trust signed by Council on or before the 31<sup>st</sup> day of July, 2025;</p>	<p>This document contains a message from Council to the Trustees regarding its intention that the Trust follow the Anishinaabe Way and the Seven Grandfather Teachings, and that the Trustees consider these and other things when making decisions.</p>
<p>(uu) <b>"Mentally Incapable"</b> means a situation where a person is declared mentally incompetent or incapable of managing his or her affairs</p> <p>(i) by a court of competent jurisdiction or pursuant to statutory authority,</p> <p>(ii) pursuant to the Indian Act, or,</p> <p>(iii) by statutory declaration of two (2) duly qualified medical practitioners, or by two (2) assessors as defined in the Substitute Decisions Act, or a combination of a qualified medical practitioner and an assessor as defined in the <i>Substitute Decisions Act</i> upon request by any Person, or if the Trustees have reason to believe that the Member is mentally incapable of dealing with the Trustees and has requested that the Member undergo assessments of mental</p>	<p>"Mentally Incapable" refers to person who has been determined to lack the mental capacity to manage their own financial affairs.</p> <p>There are a number of ways this finding can happen: a capacity assessor can assess a person and conclude that they are incapable, or the Minister or a judge can be asked to make a decision about the Member's capacity based on medical evidence that someone is incapable.</p> <p>Capacity can be recovered – for example, if a person was in a coma and recovers may regain the capacity to manage their own finances.</p> <p>While a person is incapable, a Legal Personal Representative will be necessary to make and act on decisions for that person, for example by filling in an application to receive benefits from the</p>

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<p>capacity in accordance with the process in this subsection 1.1(uu)(iii) and the Member has refused to undergo or complete the assessments;</p>	<p>Trust, or setting up electronic banking to receive a pension income. The representative can be an Attorney for Property, a court appointed Guardian or a person appointed by the Minister.</p> <p>If the Trustees develop a concern that a Member is Mentally Incapable, they can wait until the concerns are addressed before making a payment to the Member. An example of this situation might be where a Member seems unable to remember completing an application for a PCD, and the Trustees are contacted by that Member's adult daughter who explains that her mother is ill and that the daughter is acting as her Attorney for Property. It might be necessary to have an assessment of the Member's capacity, and to take certain steps to verify that the daughter is the Legal Personal Representative, and while that is sorted out the Trustees would not release the requested PCD to the Member.</p>
<p>(vv) <b>"Minister"</b> means the Minister of Indigenous Services Canada or its subsequent-named entities or as amended from time to time;</p>	<p>The 'Minister' and is referenced in the Trust mostly within the terms about the appointment of a Guardian or a Legal Personal Representative for a Member.</p>
<p>(ww) <b>"Minor"</b> means an individual who has not attained the age of twenty-one (21) years;</p>	<p>Normally, a minor is a person who is under the age of majority in the place where they live. However, for the purposes of the PCD, a "Minor" is defined as a person under the age of 21, no matter where they live.</p>
<p>(xx) <b>"Natural or Other Disaster"</b> means any</p> <ul style="list-style-type: none"> <li>(i) hurricane, tornado, storm, flood, high water, earthquake, landslide, snowstorm, ice storm, forest fire, heat wave, sink hole, tsunami, explosion, or other catastrophe; and</li> <li>(ii) disaster or other catastrophe including epidemic or pandemic, and</li> <li>(iii) any man-made disaster including and not limited to contamination,</li> </ul>	<p>Trust funds may be used to provide relief to Members impacted by Natural or Other Disaster. This has been worded broadly to include any kind of catastrophe, including a pandemic.</p>

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<p>in any part of the Dokis First Nation traditional territories or lands or elsewhere, affecting the Dokis First Nation, any Member, or property owned by a Member; which, in the determination of Council, causes damage of sufficient severity and magnitude such that an emergency or immediate action is necessary for the preservation of human life and property;</p>	
<p>(yy) <b>“Notice”</b> means a written document originated and transmitted in accordance with this Trust Deed</p>	<p>Some decisions and approvals related to the Trust require that formal Notice be given by the Trustees. For example, if the Trustees and Council decide to replace their investment Manager, they will give Notice to the Investment Manager, generally by formal letter.</p> <p>If formal notice needs to be given under one of the processes under the Trust, then the capitalized word, “Notice”, is used</p>
<p>(zz) <b>“Off-Reserve Community Trustees”</b> means the Community Trustees who are Ordinarily Resident off the Dokis First Nation Reserve, and each, individually, an “Off-Reserve Community Trustee”;</p>	<p>The Trust will be governed by two On-Reserve Community Trustees, two Off-Reserve Community Trustees, and the Administrative Trustee.</p>
<p>(aaa) <b>“On-Reserve Community Trustees”</b> means the Community Trustees who are Ordinarily Resident on the Dokis First Nation Reserve, and each, individually, an “On-Reserve Community Trustee”;</p>	<p>To be an On-Reserve Trustee, the person must be Ordinarily Resident on the Reserve, and likewise with Off-Reserve Trustee, the Trustee must be Ordinarily Resident off the Reserve.</p>
<p>(bbb) <b>“Ordinarily Resident”</b> means</p> <ul style="list-style-type: none"> <li>(i) the place the person uses as their dwelling;</li> <li>(ii) the place the person normally eats and sleeps;</li> <li>(iii) the place the person returns to on a daily basis;</li> <li>(iv) the place the person receives mail; and</li> </ul>	<p>The place where a Member is “Ordinarily Resident” is relevant to the Trust in relation such matters as determining whether a Community Trustee is ordinarily resident on or off the Dokis First Nation Reserve. Further policies around residency will be developed in the Comprehensive Plan.</p>

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(v) the residence of the person's immediate family; and a person can only be Ordinarily Resident in one place at one time, and a person is ordinarily resident in that place until another place of ordinary residence is acquired;	
(ccc) <b>"Parties"</b> means the parties to this Trust Agreement;	The Parties are the Dokis First Nation and the Trustees.
(ddd) <b>"Perpetuity Date"</b> means the twenty-first (21 <sup>st</sup> ) anniversary of the date of death of the last to die of such persons who are living as of Settlement Date and whose names are included on the Dokis First Nation Members List as of the Settlement Date;	Perpetuity dates are used in Ontario to limit the length of time property can be held in a trust. The date will impact the Trust as it can trigger the end of the trust, with the set up of a new trust or other transfers of the funds left in the trust. It will not be triggered until 21 years after the death of the last Member who is alive on the settlement date.
(eee) <b>"Per Capita Distribution"</b> means a per capita distribution in the amount of \$100,000 payable to each Per Capita Distribution Qualifying Member out of Dokis First Nation's share of the RHT Settlement Monies;	The Per Capita Distribution means the \$100,000 PCD which is paid to each eligible Member.
(fff) <b>"Per Capita Distribution Eligibility Date"</b> means September 9, 2023;	September 9, 2023.
(ggg) <b>"Per Capita Distribution Qualifying Member"</b> means an individual who was alive on the Per Capita Distribution Eligibility Date and who has not already received a Per Capita Distribution and who meets the following criteria:	This section applies to Members who have not yet received a PCD. It describes the various Members who have not yet received a Per Capita Distribution but are or will in the future can receive one out of the Trust.
(i) an individual who, on the Per Capita Distribution Eligibility Date, was not Mentally Incapable and was (A) not a Minor, (B) on the Indian Register, and (C) a Member; or	Members who have not yet received a PCD are qualified to receive one if they meet the criteria described here: at least 21 years old, on the Indian Register and a Member of Dokis First Nation.

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<p>(ii) an individual who, on or before the Per Capita Distribution Eligibility Date, was not Mentally Incapable and</p> <p>(A) was not a Minor,</p> <p>(B) had applied to the Minister to be added to the Indian Register, and</p> <p>(C) was entitled to be on the Members List as of the Per Capita Distribution Eligibility Date in accordance with the law in existence on the Per Capita Distribution Eligibility Date, and who</p> <p>is ultimately approved for Status and is added to the Members List as a Member on or before September 9, 2033; or</p>	<p>Persons who qualify as Members but were not recognized as Members when the PCDs were paid out can become recognized as Members by September 9, 2033 and receive a PCD.</p>
<p>(iii) an individual who, on the Per Capita Distribution Eligibility Date, was a Minor and who was</p> <p>(A) on the Indian Register, and</p> <p>(B) a Member;</p>	<p>Members who are Minors (under the age of 21) are eligible to receive PCDs but on a deferred basis.</p>
<p>(iv) an individual who, on the Per Capita Distribution Eligibility Date was a Minor and who,</p> <p>(A) on or before the individual attains the age of eighteen (18) years, has had another individual apply on their behalf to the Minister to be added to the Indian Register, or</p> <p>(B) on or before the individual attains the age of twenty (20) years has themselves applied to the Minister to be added to the Indian Register, and who</p> <p>(C) was entitled to be on the Members List as of the Per Capita Distribution Eligibility Date in accordance with the law in</p>	<p>Persons who minors and who qualify as Members but were not recognized as Members when the PCDs were paid out can become recognized as Members and in certain circumstances receive a PCD.</p>

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<p>existence on the Per Capita Distribution Eligibility Date, and who</p> <p>is ultimately approved for Status and is added to the Members List as a Member on or before the individual attains the age of thirty (30) years;</p>	
<p>(v) an individual who was a Mentally Incapable person on or after the Per Capita Distribution Eligibility Date and who on the Per Capita Distribution Eligibility Date, was</p> <p>(A) on the Indian Register, and</p> <p>(B) a Member, or</p>	<p>Members who are Mentally Incapable are eligible to receive a PCD but the PCD is paid to their Guardian.</p>
<p>(vi) an individual who was an unregistered Mentally Incapable person on or after the PCD Eligibility Date and who,</p> <p>(A) had a legal guardian appointed to act on their behalf who, within two (2) years of their appointment as legal guardian, applied to the Minister for the Mentally Incapable person to be added to the Indian Register, or</p> <p>(B) at any time prior to September 9, 2033, had themselves applied, or on whose behalf another individual who was not a legal guardian had applied, to the Minister for the Mentally Incapable person to be added to the Indian Register,</p> <p>and who was entitled to be on the Members List as of the Per Capita Distribution Eligibility Date in accordance with the law in existence on the Per Capita Distribution Eligibility Date, and who is ultimately approved for Status and is added to the Members List as a Member on or before the date that is ten (10) years from the date the application was made;</p>	<p>Mentally Incapable persons who qualify as Members but were not recognized as Member when the PCDs were paid have a pathway to being recognized as Members and receive a PCD through their Guardian.</p>
<p>(hhh) “<b>Person</b>” includes any individual, sole proprietorship, partnership, limited partnership, firm, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a</p>	<p>In legal documents “Person” can refer to more than just people, including a corporation, a trust company, a business partnership.</p>

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natural person in his or her capacity as trustee, executor, administrator, or other legal representative;	If a corporation such as a trust company is the guardian or attorney for an incapable person, the trust company might be considered a 'person' in that context.
(iii) <b>"Purposes"</b> means the following purposes:	<p>The income from the trust may be used to further one or more of the Trust's "Purposes".</p> <p>The Purposes are listed below, and cover a broad range of the needs of the Dokis First Nation and our Members.</p>
(i) the advancement of education, including funding or providing education and training for Members, and the construction, renovation, repair, maintenance, operation and administration of related facilities for the benefit of Members;	(i) education;
(ii) establishing or supplementing social programs for Members, including those relating to child care, Seniors' services, adoption, alcohol and drug abuse, medical, dental and mental health care, and the construction, renovation, repair, maintenance, operation and administration of related facilities for the benefit of Members;	(ii) social programs;
(iii) the advancement of health and wellness, including establishing and supplementing health and wellness programs and services to Members;	(iii) health and wellness;
(iv) funding the construction or purchase, in whole or in part, and the renovation, repair, and maintenance of housing for Members;	(iv) housing construction and maintenance;
(v) funding the purchase or construction of Dokis First Nation housing, and funding for the operation and administration of Dokis First Nation housing programs for the benefit of Members;	(v) housing purchase and construction;
(vi) funding or administering public services and works for the direct or indirect benefit of Members;	(vi) public services/works;

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(vii) funding the provision of protective services for Members including fire, safety, health and policing, and the construction, renovation, repair, maintenance, operation and administration of related facilities for the benefit of Members;	(vii) protective services;
(viii) funding and providing programs, facilities, and publications and other media for the enhancement and preservation of Dokis First Nation culture, language and traditional land uses and practices;	(viii) culture, language and traditional land uses and practices;
(ix) funding or building and maintaining Dokis First Nation core capacity to consult with industry;	(ix) core capacity to consult with industry;
(x) funding or administering environmental protection initiatives;	(x) environmental protection;
(xi) funding for Economic Development Initiatives;	(xi) economic Development;
(xii) funding for Infrastructure;	(xii) infrastructure;
(xiii) funding the acquisition of land and all related and associated costs for addition of the land to Reserve or otherwise for the benefit of the Dokis First Nation;	(xiii) land purchase and ATR process;
(xiv) funding recreational activities for Members and the construction, renovation, repair, maintenance, operation and administration of related facilities for the benefit of Members;	(xiv) recreation and facilities;
(xv) funding benefits and the construction, renovation, repair, maintenance, operation and administration of related facilities for Seniors	(xv) benefits and facilities for seniors
(xvi) funding for Seniors, including a program for a monthly living allowance for Seniors;	(xvi) monthly living allowance for seniors;



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(xvii) funding a death benefit in relation to the death of Members who have died on or after September 9, 2023	(xvii) an amount payable to the estate of a Member who dies on or after September 9, 2023;
(xviii) funding or administering business and employment opportunities;	(xviii) business and employment opportunities;
(xix) funding a holiday grant to Members who are in good standing with the Band, in accordance with the process in and provisions of the Comprehensive Plan	(xix) payment of a holiday grant to Members in good standing;
(xx) payments to assist in the funding of initiatives to assert and protect the Treaty and Aboriginal rights of the Members of the Dokis First Nation;	(xx) protecting Aboriginal and Treaty rights;
(xxi) funding to facilitate Dokis First Nation independence and self-government	(xxi) payments for projects or initiatives that further independence
(xxii) payments to fund the acquisition, improvement and maintenance of lands and premises to be used as an office or outreach location through which the affairs of the Dokis First Nation are conducted;	(xxii) purchase or improvement of land
(xxiii) payments to fund legal and other consulting costs incurred by the Dokis First Nation in respect of actual or potential actions or claims brought by or defended by the Dokis First Nation for the benefit of its Members	(xxiii) payment for legal or other professional services for the benefit of Dokis as a whole
(xxiv) relief from Natural Disaster or Other Disaster; and	(xxiv) natural disasters, catastrophes, pandemics;
(xxv) any other purpose for the long-term benefit of the Dokis First Nation that may be agreed upon by Council, the Community Trustees, and the Administrative Trustee if acting, by Complementary Resolutions, and in accordance with the process prescribed in the Comprehensive Plan. It is the Settlor's wish and desire that the Memorandum of Wishes be consulted for guidance on the nature and scope of such other purposes	(xxv) it is possible that additional purposes might become apparent over the course of time. This clause allows the Trustees and the community the flexibility to identify new or changed goals without having to amend the entire Trust.

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(jjj) <b>“Senior”</b> means a Member who meets the eligibility requirements as prescribed in the Comprehensive Plan;	A Senior may be defined differently, depending on the matter. For example, a Senior in relation to long-term care housing may be someone aged 65 and older, whereas a Senior in relation to a monthly pension might be a person aged 55 and older.
(kkk) <b>“Settlement Agreement”</b> means the agreement entered into between the Dokis First Nation and Canada and Ontario in settlement of an annuities claim over the breach of the nation-to-nation Treaty with the British Crown known as the 1850 Robinson Huron Treaty (the “Treaty”);	The Settlement Agreement contains the terms of settlement of the RHT litigation over the 1850 Robinson Huron Treaty.
(lll) <b>“Settlement Date”</b> means the date that the Settlor settles the Trust Settlement Property upon the Trustees;	The Settlement Date is the date the Trust comes into existence.
(mmm) <b>“Settlement Monies”</b> means that portion of the settlement monies arising from the RHT Claim settlement contributed to the Trust by Dokis First Nation;	The Settlement Monies are the portion of funds paid to settle the RHT litigation which will be paid into the Trust.
(nnn) <b>“Status”</b> means an individual whose name appears on the Indian Register as defined in the Act;	The concept of “Status” is relevant to determining who is eligible as a Member of the Dokis First Nation
(ooo) <b>“Termination Date”</b> means the date upon which the earliest of the following occurs: (i) the Perpetuity Date; and (ii) such earlier date as the Trustees may, by written instrument, determine, in their absolute discretion provided that it is the Settlor’s wish and desire that the Trustees, if they exercise their discretion to choose a Termination Date earlier than the Perpetuity Date, first consult the Memorandum of Wishes;	The Trust ends on one of two dates: (1) the end of the perpetuity period, which is the death of the last Member alive when the Trust was settled, plus 21 years; or (2) a date before then which is chosen by the Trustees.  Trusts are often terminated when, due to the passage of time or changing circumstances, the trust deed requires updating to remain current. It can be less costly to set up a new trust and roll the trust property into it rather than tinkering with the previous trust.
(ppp) <b>“Trust”</b> means the trust created by this Trust Deed;	The Trust is created by this Trust Deed.

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(qqq) <b>“Trust Deed”</b> means this trust deed, and any variations made pursuant to its terms;	The Trust Deed means this Trust Deed, as well as any amendments to it.
(rrr) <b>“Trustees”</b> means: (i) each of the Dokis First Nation Community Trustees and the Administrative Trustee until he, she or it ceases to be a Trustee in accordance with the provisions of this Trust Deed; and (ii) such additional or substituted Trustees as are appointed or elected Trustees in accordance with the provisions of this Trust Deed;	Reference to a Trustee of the Trust includes the initial Trustees appointed pursuant to this Trust Agreement, as well as any future Trustees, and in some situations the Administrative Trustee.
(sss) <b>“Trustees’ Resolution”</b> means a resolution of the Community Trustees passed by a majority of the Community Trustees present at a duly called and convened meeting at which a quorum is constituted, to be evidenced in writing, and for certainty, in the event of a tie vote, shall mean a resolution in which the Knowledge Keeper Liaison, or the Council Liaison or the Administrative Trustee, in that order, shall cast a vote in order to break the tie, and in any such case “Trustees’ Resolution” means a resolution resulting from such process as is applicable;	The Trust calls for certain decisions of the Trustees to be made in writing, as a “Trustees’ Resolution”. Decisions are made by a majority of the Community Trustees, but in the event of a tie vote, the Knowledge Keeper Liaison, or the Council Liaison or the Administrative Trustee will cast a vote to break the tie, and the appropriate Trustees’ Resolution will reflect the decision.
(ttt) <b>“Trust Property”</b> means at any particular time the Settlement Monies and all property owned or held by the Trustees and any property substituted therefor from time to time including all income and capital accretions but excluding property which has been paid or distributed therefrom pursuant to the provisions of this Trust Deed;	Trust Property is all the assets in the Trust. This can include land, buildings, businesses, investments, and cash.
(uuu) <b>“Trust Settlement Property”</b> means a 2014 \$20 Fine Silver Coin Legend of Nanaboozhoo settled by the Settlor on the Trustees;	The Trust will be established by Dokis contributing a \$20 coin to the Trust. Once the coin is delivered to the Trustees, and Council and the Trustees sign the Trust Agreement, the Trust is established. The \$20 coin is used to meet the legal requirement for certain and specific property being used to create a trust.

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(vvv) <b>“Uncooperative Trustee”</b> means a Community Trustee who, in the opinion of the majority of the other Trustees and Council expressed by Complementary Resolutions, or if Council and the other Trustees do not agree, by resolution of the other Trustees, has acted incompetently, or is otherwise unwilling, unable or unreasonably refuses to act or to continue to act cooperatively with the other Trustees and whose conduct hampers the efficient administration of the Trust; and	A Trustee may be removed as a Trustee for being uncooperative. To be deemed uncooperative, the Trustee must have acted incompetently, or have refused to act in a cooperative manner with the other Trustees, and this incompetence or refusal to cooperate affects the administration of the Trust in a negative way.
(www) <b>“Youth Liaison”</b> means a Member who is appointed by Council in accordance with the process and eligibility criteria in the Comprehensive Plan, and if no Comprehensive Plan is in place, means a Member between the ages of 18 and 30 years	A member of Dokis between that age of 18 and 30 will be appointed by Council to liaise with the Trustees, bringing their perspective of the issues and concerns faced by younger members of the Dokis.
<b>1.2 Interpretation</b> Unless otherwise defined herein the term <b>“Reserve”</b> and any words in this Trust Agreement which are used or defined in the <i>Indian Act</i> shall have the same meaning as they have in the <i>Indian Act</i> and the regulations made under the <i>Indian Act</i> .	Whenever “Reserve” is used in the Trust Agreement, it is as defined in the <i>Indian Act</i> , unless the Trust Agreement gives it a specific definition for that particular section.
<b>1.3 Fiscal Year</b> The fiscal year of the Trust shall end on the 31 <sup>st</sup> day of December of each year.	While corporations may have a year-end any time of the year, a Trust may not. A trust’s year end is December 31 <sup>st</sup> every year. When the Trust Agreement refers to the income “in the year” it means that year from January 1 to December 31.
<b>1.4 Standard Interpretation</b> In this Trust Agreement:	In this Trust Agreement,
(a) unless it is otherwise clear from the context, “including” means “including, but not limited to”, and “includes” means “includes, but not limited to”;	(a) when the word “including” is used, it is not meant to limit the thing it is referring to;
(b) headings are for convenience only, do not form part of this Trust Agreement and in no way define, limit, alter or enlarge	(b) headings do not form part of the Trust Agreement;

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the scope or meaning of any provision of this Trust Agreement;	
(c) unless it is otherwise clear from the context, the use of the singular includes the plural and the use of the plural includes the singular;	(c) the use of singular includes plural and vice versa;
(d) all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles unless otherwise defined;	(d) unless otherwise defined, all accounting terms are assumed to be in accordance with Generally Accepted Accounting Principles, which is a collection of commonly followed accounting rules and standards for financial reporting;
(e) any gender will mean and include all the genders; and	(e) a reference to a certain gender includes all genders; and
(f) a reference to a year means a fiscal year of the Trust.	(f) when the Trust Agreement refers to a year, it means a fiscal year of the Trust. In this case, the Trust year is January 1 – December 31, so when the Trust Agreement refers to income for the year, it means income earned in that year from January 1 – December 31.
<b>2. CREATION OF THE TRUST</b>	
<b>2.1 Name of Trust</b> The Trust will be known as the Dokis First Nation Seven Generations Trust and wherever lawful and convenient the affairs of the Trust may be conducted under that name as the Trustees deem appropriate.	The Trust is named the Dokis First Nation Seven Generations Trust.
<b>2.2 Trust Ratification by the Members</b> This Trust Deed shall be ratified by a vote of the Members	The Trust Deed will be formally confirmed and approved through a vote of the Members of the Dokis First Nation.

Trust Provision	Plain Language and Explanation
<p><b>2.3 Settlement of the Trust</b></p> <p>The Settlor has settled upon the Trustees and the Trustees acknowledge that the Settlor has settled upon them the Trust Settlement Property.</p>	<p>A trust is created or “settled” when a Settlor (the Dokis First Nation) gives settlement property (a silver coin) to the Trustees (The Canada Trust Company and the four Community Trustees). The Trust will come into existence on the date the Trust Agreement is signed by the Settlor and the Trustees, and the coin is delivered.</p>
<p><b>2.4 Acceptance by Trustees</b></p> <p>The Trustees, by signing this Trust Agreement, signify their acceptance of the Trust and the duties contained in it.</p>	<p>By signing the Trust Agreement, the Trustees agree to act as Trustees and abide by the terms of the Trust.</p>
<p><b>2.5 Trustees may Accept Additional Property</b></p> <p>The Trustees may at any time and from time to time accept as additions to the Trust Property such further or additional property which the Settlor, or any other person or Entity, with the consent of the Trustees, may donate or otherwise transfer or cause to be transferred to, or vest or cause to be vested in the Trustees. The Trustees shall obtain legal and/or tax advice before accepting any further or additional property.</p>	<p>Since the Trust is being officially created with only a \$20 coin, the Trustees are given the authority to accept additional property. The plan is for the additional property to mean the Settlement Monies. The Trustees are told to consult lawyers and/or tax advisors before accepting additional property because the terms of this Trust might not be appropriate for all additional sums that could be transferred to the Trust in the future.</p>
<p><b>2.6 Trust Irrevocable</b></p> <p>This Trust shall be irrevocable by the Settlor.</p>	<p>Once the Trust is settled, it cannot be revoked.</p>
<p><b>2.7 Distribution Upon the Termination Date</b></p> <p>Upon the Termination Date, the Trustees shall pay and transfer the whole of the Trust Property to Dokis First Nation. It is the Settlor's wish and desire that the payment and transfer of the Trust Property to Dokis First Nation on the Termination Date be accompanied by written advice to Dokis First Nation recommending in precatory non-</p>	<p>When the Trust comes to an end, the Trustees will pay the Trust Property to the Dokis First Nation. The Trustees can provide non-binding advice to Dokis First Nation as to how the Trust Property distributed to it at the termination of the Trust should be handled. This can include the suggestion that a new trust be settled at that time.</p>

Trust Provision	Plain Language and Explanation
binding language that Dokis First Nation make use of the Trust Property in the ways enumerated in the Memorandum of Wishes.	
<b>3. PURPOSES OF THE TRUST</b>	
<b>3.1 Hold and Keep Invested the Trust Property</b> The Trustees shall hold and keep invested the Trust Property as set in this Trust Agreement.	The Trustees are obligated to protect the Trust Property and to keep the property invested according to the rules set out in the Trust Agreement.
<b>3.2 Maintain the Purchasing Power of the Trust</b> The Trustees shall attempt to maintain the purchasing power of the Trust over the long term, meaning that they take all steps available to them to allow the capital of the Trust Property to grow. In maintaining the purchasing power of the Trust over the long term, the Trustees shall consider both population growth and inflation but shall not be responsible if they fail to maintain the purchasing power of the Trust.	The Trustees will invest the Trust Property over the long term so that it earns interest, and use best efforts to ensure that it earns more interest than the rate of inflation in a given year.

Trust Provision	Plain Language and Explanation
<b>4. DISTRIBUTIONS OF INCOME AND CAPITAL</b>	
<p><b>4.1 Mandatory Payments of Trust Income</b></p> <p>In each year, the Trustees shall apply the annual income of the Trust to pay Approved Expenses and any taxes owing by the Trust. It is the Settlor's wish and desire that the Trustees take such steps as would be prudent in any given year to pay the Approved Expenses and taxes out of the annual income of the Trust in such ways that minimize the burden of taxation on the Trust. For greater certainty, and by way of example only, it is the Settlor's wish and desire that the Trustees remain mindful that the burden of taxation on the Trust might vary in any given year depending upon whether, or the order in which, Approved Expenses and taxes are paid out of first-generation income versus second-generation income.</p>	<p>The Trustees are told to use the Trust's annual income (for example interest earned on investments) to pay approved expenses and income taxes owed by the Trust.</p> <p>The comments relating to first-generation income and second-generation income relates to tax planning. The taxes owing by the Trust could vary depending on precisely how expenses are taxes are paid out of the Trust. The Trustees are told to be mindful of the tax consequences of their decisions in this regard.</p>



#### **4.2 Discretionary Distributions of Trust Income**

If there is any annual income of the Trust remaining after the payment of Approved Expenses and taxes under subsection 4.1, the Trustees may deal with such remaining annual income of the Trust (the “Remaining Income”) in some one or more of the following ways:

- (a) the Trustees may pay and transfer the Remaining Income or any portion thereof, up to and including all of the Remaining Income, to Dokis First Nation provided that the Trustees shall take such steps as are prudent and advisable to ensure that the Dokis First Nation’s use of any such distributions of Remaining Income is exclusively restricted to Dokis First Nation furthering one or more of the Purposes as shall be specified by the Trustees and in the proportions as shall be specified by the Trustees. For greater certainty, any such allocation, payment or distribution to Dokis First Nation may be made by delivering a non-interest-bearing promissory note, payable on demand, to Dokis First Nation;
- (b) the Trustees may pay and transfer the Remaining Income or any portion thereof, up to and including all of the Remaining Income, to any one or more charitable and/or not-for-profit Entities which are Beneficiaries in such shares and proportions and in such manner as the Trustees in their sole discretion shall determine provided that the Trustees shall take such steps as are prudent and advisable to ensure that any such Entities’ use of any such distributions of Remaining Income is exclusively restricted to such Entities furthering one or more of the Purposes as shall be specified by the Trustees and in the proportions as shall be specified by the Trustees;
- (c) the Trustees may pay and transfer the Remaining Income or any portion thereof to or for the benefit of some one or more of and to the exclusion of any one or more of the Members

Once the expenses and taxes are paid by the Trustees, this section provides the Trustees with options regarding any remaining income. The options given to the Trustees are to achieve one or more of the Purposes (such as Infrastructure or education) by paying income to the Dokis First Nation, to not-for-profit or charitable Entities and/or to Members. Another option for the Trustees is to accumulate the income, meaning to save it for the future.

Trust Provision	Plain Language and Explanation
<p>in such shares and proportions as the Trustees determine in the exercise of an absolute discretion provided that such discretionary payments and transfers of Remaining Income to or for the benefit of Members are permissible only if and to the limited extent that the intention and effect of such discretionary payments and transfers of Remaining Income is to further one or more of the Purposes; and</p> <p>(d) the Trustees may accumulate the Remaining Income or any portion thereof, up to and including all of the Remaining Income, for so long as the law allows.</p>	

Trust Provision	Plain Language and Explanation
<p><b>4.3 Default Distributions of Trust Income</b></p> <p>If in any year there is income of the Trust in respect of which the Trustees have failed by the last moment of December 31<sup>st</sup> of that year to allocate to Approved Expenses and/or taxes under subsection 4.1 or have failed to exercise their discretion under subsection 4.2 or in respect of which any allocation under subsection 4.1 or exercise of discretion under subsection 4.2 shall be void or shall not take effect in whole or in part, then such income shall automatically and indefeasibly vest in Dokis First Nation on the last moment of December 31<sup>st</sup> of that year and shall be due and irrevocably payable by the Trustees to Dokis First Nation at that time without any further action on the part of the Trustees. In that event, such income shall as soon thereafter as is practicable be paid or distributed by the Trustees to Dokis First Nation for its use generally.</p>	<p>This section deals with what happens if any portion of the income of the Trust is not dealt with by the Trustees. In this situation, any income not dealt with by the Trustees automatically becomes due to Dokis First Nation.</p>
<p><b>4.4 Mandatory Distributions of Trust Capital</b></p> <p>If in any year the annual income of the Trust is insufficient to pay Approved Expenses and taxes under section 4.1, the Trustees shall to the extent that the annual income of the Trust is insufficient pay the Approved Expenses and taxes out of the capital of the Trust.</p>	<p>This section tells the Trustees to pay expenses and taxes out of the trust “capital” if the Trust’s annual income is not enough to pay these expenses.</p> <p>The Trust’s income is like the annual fruit that grows from a tree which is like the capital. The capital is the property being invested and the income is annual interest on the investment.</p>

#### 4.5 Discretionary Distributions of Trust Capital

Having regard to the terms of the Comprehensive Plan, the goal of the Trust Property being used for the long-term benefit of the Dokis First Nation, section 3.2 dealing with maintaining the purchase power of the Trust and section **Error! Reference source not found.** dealing with Per Capita Distributions, the Trustees may from time to time and at any time or times encroach upon such part or parts of the capital of the Trust by paying and transferring such part of parts of capital of the Trust to:

- (a) Dokis First Nation; and/or
- (b) any one or more charitable and/or not-for-profit Entities which are Beneficiaries

provided that the Trustees shall take such steps as are prudent and advisable to ensure that the use that may be made of any such capital of the Trust paid and transferred to Dokis First Nation and/or the Entities is exclusively restricted to furthering one or more of the of the following purposes as shall be specified by the Trustees and in the proportions as shall be specified by the Trustees:

- (c) provide relief from Natural or Other Disaster;
- (d) fund Infrastructure, Economic Development Initiatives and the acquisition of land, in the way of loans ("**Loans**") or the use of the Trust Property as collateral for other funding ("**Leveraging**") provided that such Loans and Leveraging in amounts
  - (i) up to \$5,000,000 may be advanced or approved by the Trustees, in their discretion; and
  - (ii) \$5,000,001 and over must be approved by the Members at a General Meeting.

This section gives the Trustees options for paying out the capital of the Trust (for example, the investments of the Trust). The Trustees have the option to pay out capital but only in limited ways. The payments of capital can only be made to Dokis First Nation or Entities added as Beneficiaries of the Trust. In addition, the payments of capital can only be made in relation to the list of purposes included here. This list is shorter than the one in the definition of Purposes above.

Trust Provision	Plain Language and Explanation
<p>and such amounts referred to in subsections (i) and (ii) shall be indexed for inflation in accordance with CPI;</p> <p>(e) contribute to the top up amount to the Minors' Trust; and/or</p> <p>(f) provide funding for a program for a monthly living allowance for Seniors in accordance with the provisions of the Comprehensive Plan.</p>	

#### **4.6 Discretionary Distributions of Trust Capital and Tax Planning**

In the administration of the Trust, the Trustees will from time to time cause the Trust through dispositions of Trust Property to realize capital gains under the *Income Tax Act* or any equivalent provincial statute. While it will be possible for the Trustees to reduce the burden of taxation on the Trust in respect of such realized capital gains by making discretionary distributions of capital to Dokis First Nation under section 4.5 for one or more of the purposes enumerated therein, there may be years in which the tax burdens to the Trust associated with realized capital gains cannot be entirely offset through discretionary distributions of capital to Dokis First Nation under section 4.5 due to, among other things, the restricted list of purposes enumerated therein. In such years, the Trustees may pay and transfer such part or parts of the capital of the Trust, if any, to Dokis First Nation in the manner and within the limits described in section 4.5, and may also under this section 4.6 pay and transfer to Dokis First Nation such additional part or parts of the capital of the Trust to further one or more of the Purposes as shall be specified by the Trustees and in the proportions as shall be specified by the Trustees provided that:

- (a) if in any year the Trustees exercise their discretion to encroach on the capital of the Trust under this section 4.6, the total encroachments on the capital of the Trust under section 4.5 and this section 4.6 may not exceed the taxable capital gains of the Trust in that year;
- (b) the capital gains described in this section 4.6 are exclusive of the deemed capital gains included in the definition of Tax Income in section 4.13; and
- (c) while reducing or eliminating the burden of taxation on the Trust associated with the realization of capital gains is an important consideration for the Trustees, it is not the only consideration or even the most important consideration when determining whether and/or the extent to which they

This section allows the Trustees to take steps to further the Purposes benefitting the Dokis First Nation while reducing the taxes owing by the Trust. The Trustees are given the option to make payments out of the capital of the Trust (the “nest egg”) to further the Purposes benefitting the Dokis First Nation where doing so would reduce certain taxes that would otherwise be owing by the Trust. This type of planning can allow the Trust to benefit the Dokis First Nation for longer than would otherwise be the case.

Trust Provision	Plain Language and Explanation
<p>should exercise their discretion to encroach upon the capital of the Trust under this section 4.6. There may be taxation years in which the Trustees determine after considering the factors relevant in the circumstances that it is prudent and advisable that they not make discretionary encroachments upon capital under this section 4.6 even if that results in the Trust incurring a greater liability for taxation than would otherwise be the case.</p>	

Trust Provision	Plain Language and Explanation
<p><b>4.7 Limits on Loans and Leveraging of Trust Property</b></p> <p>Notwithstanding any other provisions of this Trust Deed, no Loans or Leveraging of the Trust Property shall be made, approved or renewed at any time under subsection 4.5 if, at the time, the combined total of the outstanding Loans and Leveraging previously made pursuant to that subsection, plus the amount of the loan or leveraging to be made, renewed, or approved will exceed twenty (20%) per cent of the value of the Investible Assets at the end of the prior fiscal year of the Trust.</p>	<p>The total loans owing by Dokis First Nation to the Trust at any one time cannot exceed the value of 20% of the Trust's Investible Assets. Investible Assets are the total amount of assets in the Trust less real property, and not including any loans owing to the Trust.</p>
<p><b>4.8 Terms of Repayment of Loans and Terms of Leveraging</b></p> <p>The Trustees shall set the repayment of any Loans and terms of any Leveraging provided pursuant to section 4.5 in accordance with the terms of repayment or term or other limit contained in the Comprehensive Plan.</p>	<p>Loans may be made from the Trust to the Dokis First Nation to provide for relief from Natural or Other Disasters, to fund Infrastructure, Economic Development Initiatives and the acquisition of land, or the use of the Trust Property as collateral for other funding.</p> <p>The Comprehensive Plan will contain the terms of repayment of any loan by the Trust to Dokis First Nation.</p> <p>Loans up to \$5,000,000 may be approved by the Trustees, in their discretion and loans of \$5,000,001 and over must be approved by the Members at a General Meeting.</p>



Trust Provision	Plain Language and Explanation
<p><b>4.9 Contribution to Funding PCD for 1% Annuitants</b></p> <p>Notwithstanding any other provision of this Trust Deed, the Trustees may apply any amount of the Remaining Income or capital to fund one or more requests from the trustees of the Robinson Huron Treaty Litigation Fund Trust (the “<b>RHTLF Trust</b>”) in relation to per capita distributions for living individual annuitants who were not members of the First Nations which settled the RHTLF Trust on the date of the settlement of the RHTLF Trust.</p>	<p>The Trustees have the option to use Trust income or capital to pay PCDs at the request of the Trustees of the RHTLF Trust. These PCDs would be for persons who were not recognized as Members of the First Nations who settled the RHTLF Trust.</p>
<p><b>4.10 Recipient of Payments</b></p> <p>Payments under section 4.1, section 4.2, section 4.4, section 4.5 and section <b>Error! Reference source not found.</b> may be made by the Trustees to the Dokis First Nation to be distributed or applied by the Dokis First Nation for the required use. Upon making payments under this section to the Dokis First Nation, the Trustees are released from any responsibility with respect to the amounts so paid and, for greater certainty and notwithstanding the responsibility of the Dokis First Nation to provide information to the Trustees under section <b>Error! Reference source not found.</b>, the Trustees shall not be responsible for ensuring that the Dokis First Nation distributes or applies the payments for the intended uses. The Trustees may in their sole discretion elect to make any or all payments directly to a Member or for the Member’s benefit.</p>	<p>If the Trustees make payments to the Dokis First Nation, the Trustees will not be responsible if Dokis First Nation, acting through Council, spends the fund transferred to it from the Trust in ways other than what was intended by the Trustees.</p>

Trust Provision	Plain Language and Explanation
<p><b>4.11 Initial Use of Trust Property</b></p> <p>In accordance with a Band Council Resolution passed by Council, the Trustees shall pay out of the capital of the Trust Property to the Dokis First Nation for reimbursement of professional fees and other expenses incurred to establish the Trust and paid by Dokis First Nation.</p>	<p>The Trustees will pay out of the Trust the professional expenses relating to the creation of the Trust.</p>
<p><b>4.12 Distribution and Investment If No Comprehensive Plan</b></p> <p>For greater certainty, until the Comprehensive Plan, including an Investment Policy Statement, is approved, or at any such time as there is no Comprehensive Plan, including an Investment Policy Statement, in place, the Trustees may not pay out any Trust Property, other than in accordance with section <b>Error! Reference source not found.</b>, section 4.1, section 4.3, section 4.4, section 4.11, and during any such time investments shall be restricted to short-term funds, government Treasury Bills, commercial paper of a financial institution, and money market pooled funds, or other like highly liquid, conservative, near-term financial instruments.</p>	<p>Until a Comprehensive Plan is approved, or if one is not approved, the Trustees may only make limited payments out of the Trust for such things as expenses of the Trust, PCDs for Minors and the initial expenses to create the Trust.</p>

Trust Provision	Plain Language and Explanation
<p><b>4.13 Allocation and Payment of Tax Income</b></p> <p>In any year in which the Trust realizes or is deemed to realize income for purposes of the Income Tax Act, or any equivalent provincial statute which does not constitute income for purposes of the Trust under the general law applicable to trusts and trustees ("Tax Income"), the Trustees may distribute and pay or make payable such Tax Income, or any part of it, in cash or in kind or by way of promissory note, to Dokis First Nation as the Trustees in the exercise of an absolute discretion decide provided that in exercising their discretion under this section 4.13 the factors considered by the Trustees shall include the impact of taxation on the Trust, the terms of the Comprehensive Plan, the goal of the Trust Property being used for the long-term benefit of the Dokis First Nation, section 3.2 dealing with maintaining the purchase power of the Trust and section <b>Error! Reference source not found.</b> dealing with Per Capita Distributions. The Trustees shall take such steps as are prudent and advisable to ensure that the Dokis First Nation's use of any such distributions of Tax Income is exclusively restricted to Dokis First Nation furthering one or more of the Purposes as shall be specified by the Trustees and in the proportions as shall be specified by the Trustees.</p>	<p>This provision allows the Trustees to take steps to reduce the burden of taxation on the Trust. Tax law sometimes says taxpayers have earned income they have not yet earned. If and when that happens to the Trust, this provision allows the Trustees to allocate such deemed income to Dokis First Nation so that the deemed income will not be subject to taxation.</p>
<p><b>5. PER CAPITA DISTRIBUTIONS</b></p>	

Trust Provision	Plain Language and Explanation
<p><b>5.1 Vesting of Deferred Per Capita Distributions</b></p> <p>Notwithstanding anything to the contrary otherwise contained herein, Deferred Per Capita Distributions and any Accumulations being held by the Trustees shall not vest in a Member who is a Minor or who is Mentally Incapable, and the Trustees shall only provide such payments from, or of, Deferred Per Capita Distributions and any Accumulations as expressly set out in this section <b>Error! Reference source not found..</b></p>	<p>This section means that Members who are Minors and/or who are Mentally Incapable cannot demand that the Trustees pay their Deferred Per Capita Distributions to them. Instead, the Trustees must deal with these PCDs as instructed in s. 5.</p>

Trust Provision	Plain Language and Explanation
<p><b>5.2 Trustees to Hold and Invest Deferred Per Capita Distributions</b></p> <p>(a) Upon receipt from Council of:</p> <ul style="list-style-type: none"> <li>(i) a list of Per Capita Distribution Qualifying Members who are Minors or who are Mentally Incapable; and</li> <li>(ii) the payment from Council of the Per Capita Distribution for each Member who is a Minor or who is Mentally Incapable; and</li> <li>(iii) a Council Resolution directing them to do so,</li> </ul> <p>the Trustees shall, as soon as is reasonably practicable, set aside and hold, and invest and reinvest the Per Capita Distribution for each such Member who is then alive, and who is a Minor or who is Mentally Incapable (defined in Section 1.1 as a “Deferred Per Capita Distribution”), and administer it in accordance with the provisions of section 5.3.</p> <p>(b) Upon receipt from Council of a list of Per Capita Distribution Qualifying Members who are Minors or who are Mentally Incapable but who were not on the list in subsection (a), the Trustees shall, as soon as is reasonably practicable, set aside and hold, and invest and reinvest the Per Capita Distribution for each such Member who is then alive, and who is a Minor or who is Mentally Incapable (defined in Section 1.1 as a “Deferred Per Capita Distribution”), and administer it in accordance with the provisions of section 5.3.</p>	<p>Council will provide the Trustees a list of the members who qualify for a Deferred PCD, such as Minors and Mentally Incapable adults who do not have a guardian.</p> <p>Any funds that are being held as Deferred PCDs need to remain invested until they can be paid to the Minors and Mentally Incapable adults.</p>

Trust Provision	Plain Language and Explanation
<p><b>5.3 Administration of Deferred Per Capita Distributions</b></p> <p>(a) The Trustees shall make no Per Capita Distribution to any Member who is a Minor or who is Mentally Incapable.</p> <p>(b) Until the Deferred Per Capita Distribution Date, the Trustees shall deal with the Deferred Per Capita Distribution for each Member as follows:</p> <p style="padding-left: 40px;">(i) To hold and invest the Deferred Per Capita Distribution and any Accumulations in the manner set out in the Comprehensive Plan and in the Investment Policy Statement; and</p> <p style="padding-left: 40px;">(ii) Each year, to compute the Accumulation for the year, being an amount equal to the greater of</p> <p style="padding-left: 80px;">(A) the net return (if any) earned from the investment of the Member's Deferred Per Capita Distribution computed at the end of each year in the manner set out in the Comprehensive Plan; and</p> <p style="padding-left: 80px;">(B) the CPI for the year;</p> <p style="padding-left: 40px;">(such calculated amount being the “<b>Accumulation</b>”, and collectively, the “<b>Accumulations</b>”),</p> <p style="padding-left: 40px;">and to add the Accumulation for the year to the Deferred Per Capita Distribution amount for each Member who is a Minor or who is Mentally Incapable.</p>	<p>This section sets out the management of Deferred PCDs, and requires the Trustees to:</p> <ul style="list-style-type: none"> <li>- not make payments of PCDs to Minors or Mentally Incapable Adults;</li> <li>- keep these deferred PCDs invested;</li> <li>- each year add to the PCD's being held in the Trust for Members who are Minors or Mentally Incapable the greater of two amounts: the</li> <li>- once per year calculate the amount of interest earned by the Trust on its investments of property set aside for PCDs and compare it the Consumer Price Index for that year – the greater of these to amounts, referred to as the Accumulation Amount, is to be added to the Deferred PCD for each Member that is to receive it.</li> </ul>

Trust Provision	Plain Language and Explanation
<p><b>5.4 Payment on Deferred Per Capita Distribution Date</b></p> <p>On the Deferred Per Capita Distribution Date, in respect of a Member entitled to a Deferred Per Capita Distribution, the Trustees shall pay from the capital of the Trust an amount equal to the Deferred Per Capita Distribution plus an amount equal to any Accumulations calculated up to the Deferred Per Capita Distribution Date, to that Member or to the Member's Guardian or Legal Personal Representative, as applicable.</p>	<p>Once a Member becomes entitled to receive his or her Deferred PCD, the Trustees are to pay the PCD plus the Accumulations to that Member or to their Guardian or Legal Personal Representative. For example, once a Member turns 21, they are to be paid the PCD plus the accumulated interest.</p>
<p><b>5.5 Payment on Delayed Per Capita Distribution Date</b></p> <p>On the Delayed Per Capita Distribution Date in respect of a particular Per Capita Distribution Qualifying Member, the Trustees shall pay the Delayed Per Capita Distribution to the said Member or to the said Member's Guardian or Legal Personal Representative, as applicable. Each Delayed Per Capita Distribution shall be a distribution from the capital of the Trust.</p>	<p>Delayed PCDs are PCDs yet to be claimed by eligible persons who are not Minors or Mentally Incapable. When Delayed PCDs are paid, the amount of the PCDs is not adjusted to reflect either the interest earned by the Trust or inflation.</p>

Trust Provision	Plain Language and Explanation
<p><b>5.6 Payment to Representative of Mentally Incapable Member</b></p> <p>Notwithstanding anything to the contrary herein, if the Trustees receive evidence that a Member is Mentally Incapable, the sufficiency of which evidence shall be determined by the Trustees in their absolute discretion, the Trustees shall notify the Dokis First Nation, and</p> <p>(a) any Deferred Per Capita Distribution plus any accrued Accumulations, or any Delayed Per Capita Distribution, for the benefit of that Member may only be made to the Guardian of the Member;</p> <p>(b) any income for the benefit of that Member may be distributed to the parent, custodian, attorney for property, Guardian or Legal Personal Representative of the Member in accordance with the process in the Comprehensive Plan; and</p> <p>the Trustees shall be released from any liability for making any distribution or payment pursuant to subsections (a) and (b) above.</p>	<p>The Trustees can decide whether the proof of a Member's mental incapacity is adequate to treat that Member as incapable for the purpose of making payments to him or her. For example, if Trustees are provided with a copy of a formal medical evaluation of a Member confirming that he or she has advanced dementia, they may choose to accept that as sufficient proof.</p> <p>The Trustees must also notify the Dokis First Nation if they make the decision that a Member is incapable.</p> <p>The Trustees must pay any PCD or income payable to the Member to that Member's Guardian or Legal Personal Representative.</p>



Trust Provision	Plain Language and Explanation
<p><b>5.7 Death of a Member</b></p> <p>(a) If a Member dies before the full amount of any of the Member's Delayed Per Capita Distribution has been paid or made payable to the Member, any unpaid amount shall be paid to the Member's Legal Personal Representative, and the Trustees shall be released from any liability for making any payment to the Legal Personal Representative.</p> <p>(b) If a Member who is a Minor or who is Mentally Incapable dies before the full amount of the Member's Deferred Per Capita Distribution and any accrued Accumulations, has been paid or made payable to the Member or to the Member's Guardian or Legal Personal Representative, as applicable, any unpaid amount shall be paid to the Member's Legal Personal Representative, and the Trustees shall be released from any liability for making any payment to the Legal Personal Representative.</p>	<p>If a Member was qualified to receive a PCD, but dies before receive it (or there is a balance owing for some reason), the PCD will be paid to the deceased Member's Legal Personal Representative.</p>

Trust Provision	Plain Language and Explanation
<p><b>5.8 Not a Segregated Fund or Subtrust</b></p> <p>For greater certainty, neither the provisions of this section <b>Error! Reference source not found.</b> nor any other provision of this Trust Deed are intended to be interpreted as signifying that either the Delayed Per Capita Distributions or the Deferred Per Capita Distributions are held by the Trustees in segregated funds or separate subtrusts for the benefit of Per Capita Distribution Qualifying Members. The provisions of this section <b>Error! Reference source not found.</b>, including references to Accumulations, are merely intended to provide the Trustees with direction relevant to the computation of Delayed Per Capita Distributions and Deferred Per Capita Distributions as amounts payable out of the Trust at the times, under the circumstances and in the manners described herein. References in this Trust to Accumulations in respect of Per Capita Distributions are not intended to confer on any Per Capita Distribution Qualifying Members any right to annual income out of the Trust.</p>	<p>This provision clarifies that PCD Qualifying Members are not beneficiaries of separate trusts pending payment of their PCDs to them. This does not change the amount of PCD to which these Members are entitled but instead matters for tax purposes. In particular, the language here is meant to prevent PCD Qualifying Members from being taxed on the annual income earned by the Trust in connection with their PCDs.</p>
<p><b>6. PAYMENT OF APPROVED EXPENSES</b></p>	
<p><b>6.1 Payment of Approved Expenses</b></p> <p>The Trustees may pay the Approved Expenses of the Trust using any process created by them</p>	<p>The Trustees will pay expenses of the Trust which are approved as per the process for approval.</p>
<p><b>7. COMPREHENSIVE PLAN</b></p>	

Trust Provision	Plain Language and Explanation
<p><b>7.1 Development of the Comprehensive Plan</b></p> <p>The Community Trustees shall, in consultation with the Administrative Trustee and the Council, prepare a draft of the Comprehensive Plan for the review and approval by the Members at a General Meeting called for that purpose in accordance with the provisions of section 7.3. The process for the development of the Comprehensive Plan will include the following:</p> <ul style="list-style-type: none"> <li>(a) the Trustees will establish a schedule of regular meetings, to continue until presentation to the Members of the draft Comprehensive Plan;</li> <li>(b) such meetings may, in the discretion of the Trustees, proceed notwithstanding the absence of one or more of the participants provided that a quorum of the Trustees is present; and</li> <li>(c) the Comprehensive Plan will be presented at a General Meeting at least every five (5) years.</li> </ul>	<p>In administering the Trust, the Trustees will be guided by policies and procedures in a separate document, called the "Comprehensive Plan". This document will contain guidance for the investment, management, distribution and use of the Trust Property. This provision addresses the procedures for the development of the Comprehensive Plan.</p>

Trust Provision	Plain Language and Explanation
<p><b>7.2 Comprehensive Plan Guidelines</b></p> <p>The following guidelines will govern the development and execution of all Comprehensive Plans, including the Comprehensive Plan:</p> <ul style="list-style-type: none"> <li>(a) the Comprehensive Plan will be developed taking into account any existing or anticipated programs or services made available to the Members through Council and its administrative offices;</li> <li>(b) the Trustees and Council will annually develop the statement of activities and/or Annual Comprehensive Budget for the upcoming year pursuant to the Comprehensive Plan;</li> <li>(c) the Trustees may forward to the Dokis First Nation funds to permit it to carry out some, or all, of the activities approved by the Trustees for the upcoming year, provided that the Dokis First Nation agrees to and does provide to the Trustees the following: <ul style="list-style-type: none"> <li>(i) a listing of the individual disbursements;</li> <li>(ii) regular reporting of all funds received and disbursed; and</li> <li>(iii) annual audited financial information and supporting documentation, which demonstrates that the funds have been used for their intended purpose.</li> </ul> </li> </ul>	<p>This section provides guidance on the creation of the Comprehensive Plan including:</p> <ul style="list-style-type: none"> <li>- the requirement to consider existing and anticipated programs and services available through Council when developing the Comprehensive Plan;</li> <li>- the requirement to develop an annual statement and/or budget for the year ahead;</li> <li>- the ability to plan in the Comprehensive Plan for payments to Council to carry on activities;</li> </ul>

Trust Provision	Plain Language and Explanation
<p><b>7.3 Approval of and Amendments to the Comprehensive Plan</b></p> <p>The Comprehensive Plan shall be approved or amended in accordance with the following process:</p> <ul style="list-style-type: none"> <li>(a) the Trustees will seek the input of the Members; and</li> <li>(b) approval must be granted by Complementary Resolutions and the Members voting at a General Meeting called for that purpose or by mail in vote or Electronic vote.</li> </ul>	<p>Changes to the Comprehensive Plan cannot be made without input from the Members, and must be approved through Complementary Resolutions (matching resolutions by Council and by the Trustees) as well as through a vote by the Members at a General Meeting.</p>

Trust Provision	Plain Language and Explanation
<p><b>7.4 Administrative Amendments to the Comprehensive Plan</b></p> <p>Notwithstanding the provisions of section 7.3, the Trustees and Council may, by Complementary Resolutions, amend the Comprehensive Plan to correct errors of a minor or clerical nature, and to improve operational efficiency, including and not limited to the following:</p> <ul style="list-style-type: none"> <li>(a) amendments aimed at ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over the Trustees or over the Trust;</li> <li>(b) amendments to remove any conflicts or inconsistencies in the Comprehensive Plan or to make corrections which are, in the opinion of the Trustees and Council, necessary or desirable and not prejudicial to the Beneficiaries;</li> <li>(c) amendments of a clerical nature or to correct typographical mistakes, ambiguities or manifest omissions or errors, which amendments, in the opinion of the Trustees and Council, are necessary or desirable and not prejudicial to the Beneficiaries;</li> <li>(d) amendments which, in the opinion of the Trustees and Council, are necessary or desirable as a result of changes in taxation or other laws; and</li> </ul> <p>for greater certainty, any other amendments to the Comprehensive Plan must follow the process in section 7.3.</p>	<p>This provision is meant to allow the Trustees and Council to quickly and easily amend minor and clerical errors in the Comprehensive Plan without going through the same process required to adopt a Comprehensive Plan.</p>

Trust Provision	Plain Language and Explanation
<p><b>7.5 Comprehensive Plan Review</b></p> <p>The Trustees may initiate a process to review and update the Comprehensive Plan in effect no later than five (5) years after the Comprehensive Plan was adopted, and every five (5) years thereafter.</p>	<p>The Comprehensive Plan must be reviewed and updated every 5 years.</p>
<p><b>8. DUTIES OF TRUSTEES</b></p>	
<p><b>8.1 General Duties</b></p> <p>Subject to the express provisions hereof, the Trustees, and each of them, shall observe and adhere to the duties and standards of care imposed upon trustees by the general law. Without limitation, except if expressly provided otherwise, such duties and standards of care shall include the following:</p> <p>(a) Honesty, Good Faith and Standard of Care: The Trustees shall exercise their powers and discharge their duties honestly, in good faith and in the best interests of the Beneficiaries but in so doing are not required to exercise their discretion so as to treat all Beneficiaries or classes of Beneficiaries equally or in an equivalent manner. Each Trustee will exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in similar circumstances.</p>	<p>The Trustees have to live up to certain duties. These are described as follows.</p> <p>(a) the duty to act honestly, in good faith, and in the best interests of the beneficiaries.</p>
<p>(b) Carry Out the Terms of the Trust: The Trustees shall make themselves familiar with the terms of the Trust as set out in this Trust Deed and carry out such terms exercising to the extent necessary their power to retain advisors. They shall ensure that they keep themselves informed as to the affairs of the Trust at all times and participate in the decisions of the Trustees.</p>	<p>(b) the Trustees should be familiar with the Terms of the Trust.</p>

Trust Provision	Plain Language and Explanation
<p>(c) Independence/Delegation: Each of the Trustees is appointed to exercise his or her own independent judgment as a trustee and is not required to follow the direction of the Beneficiaries or the Council. Trustees are individually responsible for carrying out their duties although they may delegate administrative responsibilities to other Persons if the standard of care is met in appointing and supervising the Persons to whom such responsibilities are delegated, in which case the Trustees are not responsible for the actions or inactions of such Persons.</p>	<p>The Trustees can take advice from Council and Members but ultimately need to make their own decisions about the Trust.</p>
<p>(d) Long-term Benefit of the First Nation: In making decisions in relation to the Trust Property and distributions from the Trust for the benefit of the Beneficiaries, each Trustee will consider the long-term benefit of the First Nation, the Seven Grandfather teachings, and the Anishinaabe Way.</p>	<p>The long-term benefit of the Dokis First Nation is a key consideration for the Trustees, remembering the Seven Grandfather teachings and the Anishinaabe Way.</p>
<p>(e) Notwithstanding the foregoing, it is understood that the Administrative Trustee has limited rights and obligations with respect to decisions of the Trustees, as set out in section 14.5 and section 14.6, and the duties and standards of care of the Administrative Trustee are to be interpreted having regard to such limited rights and obligations. Further, it is understood that except as expressly provided in the terms of the Trust the Administrative Trustee does not have a vote on any matter, and shall take instructions from the Community Trustees.</p>	<p>The Trustees of the Trust include the Community Trustees and the Administrative Trustee. This section describes the limited role of the Administrative Trustee.</p>
<p><b>8.2 Specific Duties</b></p>	



Trust Provision	Plain Language and Explanation
<p>Subject to the express provisions of this Trust Deed assigning certain duties to the Administrative Trustee and certain duties to the Community Trustees, the Trustees shall:</p> <ul style="list-style-type: none"> <li>(a) open an account for the Trust in a Canadian chartered bank or Financial Institution for the deposit of all funds to be received by the Trustees;</li> <li>(b) register or otherwise record the ownership, right, interest or title to any asset forming part of the Trust Property in the name of the Administrative Trustee or its nominee;</li> <li>(c) establish pursuant to their power hereunder, arrangements governing banking procedures for the Trust;</li> <li>(d) obtain or provide advice to assist the Trustees in carrying out their responsibilities and obligations under this Trust Deed;</li> <li>(e) consider the advice of the Investment Managers in accordance with the Investment Policy Statement for the Trust;</li> <li>(f) take all reasonable steps to collect and receive all income, principal, dividends and other payments when due in respect of any assets of the Trust Property and promptly credit to the Trust Property all such receipts received by them;</li> <li>(g) retain custody of all or any accounts pertaining to all or any part of the Trust Property, maintain books of account, and receive and disburse monies and perform any clerical duties in connection with all or any part thereof;</li> <li>(h) keep accurate and detailed accounts of all assets, investments, receipts, disbursements and other transactions hereunder, and all accounts, books and records relating thereto shall be open to inspection and audit at all reasonable times by an auditor appointed by the Trustees under section section <b>Error! Reference source not found.</b>;</li> </ul>	<p>The Trustees are assigned some specific tasks, some of which will largely be handled by the Administrative Trustee, including:</p> <ul style="list-style-type: none"> <li>- opening a Trust bank account;</li> <li>- recording ownership for any Trust assets;</li> <li>- setting up banking procedures for the Trust;</li> <li>- obtaining advice about how to carry out the job of Trustee;</li> <li>- considering investment advice for the Trust funds;</li> <li>- being reasonably quick on collecting amounts due to the Trust;</li> <li>- keeping proper records for funds received and amounts paid out of the Trust;</li> <li>- keeping proper records for investment accounts;</li> <li>- delivering to Council audited financial statements for the Trust within 120 days of the close of a fiscal year (i.e 120 days from December 31);</li> <li>- provide Council with copies of approved minutes of Trustee meetings and financial statements;</li> <li>- attending Council and membership meetings as requested, to report on the use of the Trust property;</li> <li>- paying reasonable compensation to Trustees and reimbursing Trustees for out of pocket expenses;</li> <li>- paying reasonable costs for anyone employed or retained by the Trustees, including the Dokis First Nation for the use of its employees to establish and administer the Trust;</li> <li>- calculating and paying taxes owed by the Trust, and filing any necessary returns to do so;</li> </ul>

Trust Provision	Plain Language and Explanation
<p>(i) within one hundred and twenty (120) days following the close of each Fiscal Year of the Trust or such other date as may be determined by Council Resolution, deliver to Council audited financial statements prepared by an independent firm of Chartered Professional Accountants, at the expense of the Trust, setting forth all investments, receipts, disbursements and other transactions effected by them during such fiscal year;</p> <p>(j) provide Council with:</p> <p style="padding-left: 40px;">(i) a copy of the approved minutes of each meeting of the Trustees within fourteen (14) days of the approval of the minutes; and</p> <p style="padding-left: 40px;">(ii) financial statements and records affecting the Trust Property as and when requested by Council from time to time;</p> <p>(k) attend quarterly or other membership meetings and Council meetings when requested by Council and report on the use of the Trust Property for the Purposes of the Trust. The Trustees shall be given fourteen (14) days' notice of any such meeting;</p> <p>(l) pay out of the Trust Property reasonable compensation as agreed to by Council to Trustees for services provided hereunder, and the reimbursement to Trustees of expenses reasonably incurred by Trustees in carrying out the terms of this Trust Deed;</p> <p>(m) pay out of the Trust Property reasonable compensation to any person employed or retained to assist with the administration of the Trust, including to the Dokis First Nation for the use of its employees to assist with the establishment and administration of the Trust;</p>	<ul style="list-style-type: none"> <li>- setting up a Trust office at a location selected in cooperation with Council. Records will be kept at this office;</li> <li>- monitoring the programs, services and projects funded by the Trust, for example, by conducting evaluations, site visits, and check-ins, to ensure that money provided for such services and programs is being used as proposed;</li> <li>- setting up a process for the development of the Comprehensive Plan, as well as its review and amendment;</li> <li>- preparing an annual operating budget for review by Council;</li> <li>- notifying Council of any anticipated short falls, for example a lack of funds for a specific program funded by the Trust;</li> <li>- making, and updating as required, rules and procedures for the function of the Trustees;</li> <li>- preparing and updating an Investment Policy Statement</li> </ul>

Trust Provision	Plain Language and Explanation
<p>(n) calculate applicable taxes as may apply to the Trust Property, file any required tax returns or other filings and withhold from any payments from the Trust Property and remit therefrom all taxes and other assessments required by any applicable law to be so withheld and remitted;</p> <p>(o) establish an office of the Trust at a location determined in consultation with the Council. All accounts, records and copies of minutes of the Trustees' meetings required to be maintained by the Trustees shall ultimately be kept at the office;</p> <p>(p) follow up on programs, services, projects, activities or purchases by conducting evaluations or otherwise reviewing the economy, efficiency and effectiveness of those programs, services, activities or purchases and to determine if the money provided from the Trust has been spent in accordance with what was originally intended;</p> <p>(q) establish a long-term planning process to assist in the preparation, periodic amendment, and extensions of the Comprehensive Plan;</p> <p>(r) have an annual operational budget prepared for submission to Council showing an estimate of revenues and expenditures for the next fiscal year;</p> <p>(s) advise Council in writing of concerns with respect to insufficient funds for specific programs, services or proposed initiatives for carrying out the Purposes of the Trust;</p> <p>(t) make, and amend from time to time, such rules as they may reasonably deem appropriate to govern their procedures, provided that such rules shall not be inconsistent with this Trust Deed or any laws which govern Trustees generally; and</p>	

Trust Provision	Plain Language and Explanation
(u) prepare an Investment Policy Statement for the Trust and review it from time to time.	
<p><b>8.3 Quorum</b></p> <p>(a) Quorum at a General Meeting is as prescribed in the Comprehensive Plan; and if there is no Comprehensive Plan in place, then not less than a majority (50% +1) of eligible voting Members in attendance at the meeting constitutes a quorum.</p> <p>(b) For the purpose of calculating votes cast at a General Meeting, Members will be considered to be present if they have received a copy of the motion to be voted on in advance of the General Meeting and their vote on the motion has been received by the auditor's representative or Administrative Trustee, as the case may be, in writing, by facsimile, by Electronic Vote, or other voting method approved in the Comprehensive Plan, at any time up to the commencement of the General Meeting.</p>	<p>A quorum is the number of people who must be present for a specific type of meeting in order for it to be official.</p> <p>Quorum for General Meetings of the Dokis First Nation is to be set out in the Comprehensive Plan, and until that is in place, is no less than a majority of the eligible voting members of the Dokis First Nation (50% plus 1).</p>
<b>9. POWERS OF TRUSTEES</b>	
<p><b>9.1 General and Specific Powers</b></p> <p>In addition to all other powers given to them by this Trust Deed and the general rules of law, the Trustees shall have the following power and authority:</p> <p>(a) the Trustees may, in conjunction with Council, at any time and from time to time by Complementary Resolutions, add as Beneficiaries any one or more charitable or not for profit Entity or Entities, on the terms and for the duration that may</p>	<p>The Trustees and Council may add and then later remove not-for-profit and charitable Entities as Beneficiaries of the Trust. The Entities can only be funded out of the Trust to further the Purposes benefiting the Dokis First Nation.</p>

Trust Provision	Plain Language and Explanation
<p>be specified in the Complementary Resolutions. For greater certainty, any such Entity or Entities added as Beneficiaries of this Trust by Complementary Resolutions may later be removed as Beneficiaries by Complementary Resolutions;</p>	
<p>(b) notwithstanding Article <b>Error! Reference source not found.</b>, the Trustees may, in conjunction with Council, by Complementary Resolutions, vary the provisions of this Trust Deed to the extent necessary to achieve tax treatment most favourable to the Trust and the Beneficiaries, provided that no such variation may be inconsistent with the Comprehensive Plan, if one exists, or the Purposes, if a Comprehensive Plan does not exist, or affect the rights and obligations of the Administrative Trustee unless it has consented to such variation; and for certainty, the Trustees may, in conjunction with council, apply for and obtain a ruling from Canada Revenue Agency, at any time and from time to time, concerning the tax status of the Trust;</p>	<p>The Trustees, along with Council, can make a Resolution to vary the Trust to address tax issues in a way that is favourable to the Trust and its Beneficiaries.</p> <p>Such a variation has to be consistent with the Comprehensive Plan and cannot impact the rights and obligations of the Administrative Trustee without its consent.</p> <p>Any variation cannot hurt the rights or interests of the Beneficiaries of the Trust.</p>
<p>(c) in making investments under the Investment Policy Statement, the Trustees may make such investments as are permissible under the applicable law for trustees, and for greater certainty the scope of the Trustees investment authority shall extend to but not beyond any property of any form in which a prudent investor might invest including any securities, whether issued by a private or public company and irrespective of whether such securities are marketed pooled funds, segregated funds, obligations or similar instruments, located in any jurisdiction in the world, issued, managed or administered by any person or company, including, without limitation, pursuant to a discretionary investment</p>	<p>This provision sets out the investment powers of the Trustees. The Trustees are permitted to make the investments a prudent investor would make. The Trustees are given a long list of factors they are to consider when making investment decisions.</p> <p>the Trustees can pay for storage and safekeeping of important documents.</p> <p>the Trustees can enter into any kind of contract with the Administrative Trustee or its affiliates, including opening an account, making investments, etc., and the Administrative Trustee doesn't need to account for any profit made from holding the cash or investments in the account. For example, if the Trustees open</p>

Trust Provision	Plain Language and Explanation
<p>management account. The Trustees shall have regard to the following criteria in investing the Trust Property in addition to any others that a prudent investor would consider relevant to the circumstances:</p> <ul style="list-style-type: none"> <li>(i) general economic conditions;</li> <li>(ii) the possible effect of inflation or deflation;</li> <li>(iii) the expected tax consequences of investment decisions or strategies;</li> <li>(iv) the role that each investment or course of action plays within the overall portfolio of the Trust;</li> <li>(v) the expected total return from income and the appreciation of capital;</li> <li>(vi) the resources of the Beneficiaries;</li> <li>(vii) needs for liquidity, regularity of income and preservation or appreciation of capital;</li> <li>(viii) an asset's special relationship or special value, if any, to the Purposes of the Trust or to the Beneficiaries; and</li> <li>(ix) diversification of the investment of the Trust Property to an extent that is appropriate having regard to general economic and market conditions.</li> </ul>	<p>a bank account with TD Bank, then TD Bank may charge fees for that. If TD Trust Company is acting as the Trustee, it does not have to disclose the bank fees. However, TD Bank would disclose any fees related to the account.</p> <p>the Trustees can delegate signing authority among one or more of the Trustees.</p>

Trust Provision	Plain Language and Explanation
<p>(d) the Trustees may delegate investment decisions to any Investment Managers or advisors as the Trustees in their discretion consider advisable;</p> <p>(e) the Trustees may, in their sole discretion, retain any property in the actual state or condition in which it was received or acquired, with liberty to vary and transpose the same from time to time. Any property so retained, varied, or transposed, will be authorized investments of the Trust Property;</p> <p>(f) the Trustees may facilitate the acquisition of land for the benefit of the Dokis First Nation, directly or indirectly, including the use of a bare trustee corporation, corporation, another trust or other entity or relationship;</p> <p>(g) the Trustees may commence, defend, adjust or settle suits or legal proceedings in connection with the Trust Property and retain Legal Counsel to represent the Trust or the Trustees in such suits or legal proceedings;</p> <p>(h) the Trustees may make, execute, acknowledge and deliver any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other documents of transfer and any and all other instruments in writing that may be necessary or proper for the accomplishment of any of the powers herein granted;</p> <p>(i) the Trustees may retain such Legal Counsel, Chartered Professional Accountants, Investment Managers, investment consultants, real estate appraisers, actuaries, administrative assistants, agents or other advisors qualified in the field for which their advice and opinions are sought, as the Trustees may deem necessary from time to time for the purpose of discharging their duties hereunder, notwithstanding that such advisors may also be or have</p>	<p>These paragraphs set out the various powers the Trustees have to deal with the Trust Property acting in the best interests of the Beneficiaries.</p>

Trust Provision	Plain Language and Explanation
<p>been retained by Council or the Administrative Trustee or its affiliates, and may pay out of income as expenses compensation to agents, consultants and professional advisors employed or retained by the Trustees;</p> <p>(j) the Trustees may make any election, determination, designation or resolution pursuant to or related to the provisions of any taxing statute or for trust law purposes, as they in their discretion on the advice of a Chartered Professional Accountant or Legal Counsel specializing in taxation, decide;</p> <p>(k) the Trustees may, at the expense of the Trust Property, deposit title documents and securities in the custody of any bank or Financial Institution, corporate fiduciary, stockbroker or other organization that undertakes the safe custody of securities as part of its business, including the Administrative Trustees or its parent or affiliated companies. The expense for this service may include charges for the safe custody and the collection and remittance of income;</p> <p>(l) in connection with performing any of their obligations or powers under this Trust, the Trustees shall have the power and be expressly authorized to participate in, or enter into any dealings, contracts, agreements, arrangements or other transactions with the Administrative Trustee, or its affiliates, including, without limitation, arrangements relating to the opening of accounts, placement of cash, deposits, investments or securities, the appointment of investment managers or purchase of securities, and in any such event, the Administrative Trustee shall not be accountable for any profit or benefit earned or obtained in the course of such dealings;</p>	



Trust Provision	Plain Language and Explanation
<p><b>9.2 Guiding Principles</b></p> <p>The Settlor wishes to provide the Trustees with information about the Trust and direction, guidance and advice relevant to the administration of the Trust:</p> <p>(a) Overall Intentions for the Trust: The Settlor settled the Trust to establish a vehicle whereby the Settlement Monies could be set aside through a flexible long-term vehicle capable of accomplishing a number of objectives. These objectives include:</p> <ul style="list-style-type: none"> <li>(i) formalizing an irrevocable arrangement whereby multiple generations within Dokis First Nation can benefit from the Settlement Monies;</li> <li>(ii) safeguarding the Settlement Monies from short-term political pressures that could otherwise be exerted from time to time on any given Council to exhaust or significantly diminish the Settlement Monies on current spending at the expense of long-term community benefit;</li> <li>(iii) providing flexibility for the Trustees to appropriately respond to urgent, unanticipated or evolving community circumstances occurring from time to time throughout the lifetime of the Trust;</li> <li>(iv) providing a predictable and sustainable flow of annual funding for the benefit of Dokis First Nation throughout the lifetime of the Trust;</li> <li>(v) enabling flexibility for tax planning so that the Trustees can consider the impact of taxation on the Trust when exercising their various discretions in the administration of the Trust; and</li> </ul>	<p>This section provides the Trustees with advice on the administration of the Trust. The Trustees are not told what decisions they should make in the administration of the Trust but they are given some details and principles that will help guide their process of decision making.</p> <p>For example, the Trustees are told to have regard for both the long-term benefit of Dokis First Nation but also current needs and to balance them both.</p> <p>The Trustees are given advice to avoid sustained conflict with Council and Members.</p> <p>The Trustees are told to follow a rigorous process of decision making so they can explain their decisions and the reasons behind them.</p> <p>The Trustees are told to be guided in the administration of the Trust by the Anishinaabe Way and the Seven Grandfather Teachings referenced in the Recitals.</p>

Trust Provision	Plain Language and Explanation
<p>(vi) allowing Council to play a meaningful role in assisting without controlling the Trustees in the exercise of their various discretions in the administration of the Trust.</p> <p>(b) Competing Demands: In the administration of the Trust, the Trustees will unavoidably encounter competing impulses and pressures. This will be due to, among other things, the diverse objectives of the Trust, the fact that decisions by Trustees will frequently involve achieving one important goal at the expense of another, the broad discretions conferred on the Trustees under the Trust, the inability of the Settlor to foresee and provide direction in respect of all future circumstances, the potential that competing views may arise within Dokis First Nation over the best ways to respond to issues arising throughout the lifetime of the Trust and the ongoing difficulty of meeting community needs with scarce resources. By way of example only, the circumstances in which the Trustees could face competing tensions in the administration of the Trust include the following:</p> <p>(i) decisions by the Trustees to meet current needs through current expenditures of income and/or encroachments upon capital of the Trust versus to instead preserve and grow the Trust Property for the future will necessarily exist in tension. A decision by the Trustees in favour of current spending is a decision to not save for the future. Conversely, a decision to preserve Trust Property for the future means leaving certain current needs unmet;</p> <p>(ii) decisions by the Trustees in given years to accumulate the income of the Trust might achieve other important objectives but with the potential sacrifice of minimizing the impact of taxation on the Trust;</p>	

Trust Provision	Plain Language and Explanation
<p>(iii) decisions by the Trustees to select certain investments over others will impact the degree to which the Trust generates annual income versus long-term capital appreciation. In turn, this impacts the funds available for current spending versus future spending;</p> <p>(iv) the Trustees are intended to work collaboratively with Council in the administration of the Trust but not to the point of acting on direction from Council and/or Members without independently exercising their discretion. Conversely, the Trustees are intended independently exercise their discretion in the administration of the Trust but not to the point of ignoring input from Council and/or Members.</p> <p>(c) <u>Guiding Principles:</u> In order to assist the Trustees to achieve the objectives of the Trust and to prudently balance the competing pressures they will face, the Trustees shall consider the following when administering the Trust:</p> <p>(i) the Trustees shall aspire to a principle of generational even handedness in the administration of the Trust such that the Trustees shall make good faith and reasonable efforts to equalize the benefits conferred by the Trust on the Beneficiaries throughout the lifetime of the Trust. It is expressly recognized by the Settlor that equal benefits under the Trust will not necessarily require identical treatment from the Trust in the sense of identical annual distributions of income and capital from the Trust. For greater certainty, some years may result in greater annual distributions of Trust income and/or capital than others due to the uniqueness of the issues arising from time to time or the different problem-solving strategies employed by the Trustees</p>	

Trust Provision	Plain Language and Explanation
<p>from time to time. Generational even handedness simply means one generation should not be preferred over others. Although the Trustees are expressly permitted to vary discretionary distributions of Trust income and/or capital year over year, they should be prepared to explain why such fluctuations are not evidence of impartial treatment of certain Beneficiaries over others.</p> <p>(ii) the Trustees shall administer the Trust in a spirit of collaboration. While the Trustees shall be the ultimate decision makers in the administration of the Trust, they shall make good faith and reasonable efforts to work collaboratively with Council and to consult Members. But since the Trust confers on the Trustees non-delegable fiduciary discretions, the Trustees should not “rubber stamp” or reflexively accept requests for funding brought to them. The Trustees should always be prepared to demonstrate both that they have seriously considered input from Council and Members and that they have exercised an independent discretion in the administration of the Trust.</p> <p>(d) The decisions made by the Trustees in the administration of the Trust, especially in relation to discretionary distributions of the income and capital of the Trust, will be impactful upon Dokis First Nation. Due to the momentous nature of these decisions, there is a tremendous potential for these decisions to attract criticism and/or conflict. Accordingly, the Trustees shall include the following in the steps they take in the administration of the Trust: to</p> <p>(i) follow a rigorous process of decision making whereby the Trustees shall take into account</p>	

Trust Provision	Plain Language and Explanation
<p>relevant considerations and shall not take into account irrelevant considerations;</p> <p>(ii) remain mindful of having an articulable rationale explaining why they have made the decisions they have made and the factors they considered, especially in relation to discretionary distributions of income and capital of the Trust;</p> <p>(iii) remain mindful and respectful of the distinct roles played by the Trust and Council in advancing the bests interests of Dokis First Nation;</p> <p>(iv) take reasonable and prudent steps to avoid sustained and irreconcilable conflict between the Trustees, Council and Members and to minimize episodic conflict;</p> <p>(v) be guided in the administration of the Trust by the Anishinaabe Way and the Seven Grandfather Teachings referenced in the Recitals.</p>	
<b>10. INVESTMENTS</b>	
<p><b>10.1 Appointment of an Investment Manager</b></p> <p>The Community Trustees and Council may, by Complementary Resolutions, appoint one or more Investment Managers to manage the investment of the whole or any portion or portions of the Trust Property. In the event that the Community Trustees and Council are unable to agree on the appointment of one or more Investment Managers, one or more Investment Managers may be appointed by a Trustees' Resolution of the Community Trustees. Any Investment Manager, however appointed, shall be retained by the Community Trustees.</p>	<p>The Community Trustees and Council may appoint one or more Investment Managers to invest assets in the Trust, and if the Community Trustees and Council cannot agree, then the Community Trustees shall appoint the Investment Manager(s).</p> <p>The Investment Manager(s) may invest all or part of the Trust Property.</p> <p>The agreement for services of the Investment Manager(s) shall be with the Community Trustees.</p>

Trust Provision	Plain Language and Explanation
<p><b>10.2 Effective Date of Appointment</b></p> <p>The appointment of any Investment Manager shall be deemed to be effective upon the date specified in the appointing Resolutions or Resolution.</p>	<p>The date the Investment Manager will start acting for the Trust will be set out in the Resolution(s) appointing that Manager.</p>
<p><b>10.3 Termination of Appointment</b></p> <p>Council and the Community Trustees may, by Complementary Resolutions, terminate the appointment of any Investment Manager; provided that if Council and the Community Trustees do not agree, then the Community Trustees may terminate the appointment of any Investment Manager. In the event that Council and the Community Trustees, or the Community Trustees, as the case may be, form the intention to terminate the appointment of an Investment Manager, they shall give Notice of their intention to the Investment Manager, and an opportunity to the Investment Manager to respond to the Council and Community Trustees in a joint meeting.</p>	<p>The Community Trustees and Council may through a specific process remove any Investment Manager, and if they cannot agree, then the Community Trustees shall remove the Investment Manager.</p>
<p><b>10.4 Request for Appointment</b></p> <p>If there is no Investment Manager for all or part of the Trust Property, the Community Trustees shall so notify the Council, requesting them to jointly make an appointment. If, within thirty (30) days of the making of a request, Council and the Community Trustees have not jointly appointed an Investment Manager, the Community Trustees may appoint an Investment Manager.</p>	<p>If an Investment Advisor is required, the Community Trustees will ask Council to work with them to appoint one. If an Investment Advisor hasn't been appointed within 30 days of the request being made of Council, the Community Trustees may go ahead and appoint an Investment Manager on their own.</p>
<p><b>10.5 Successor Investment Manager</b></p>	

Trust Provision	Plain Language and Explanation
<p>Whenever a successor Investment Manager is appointed, the Trust Property, or the portion thereof managed by the predecessor Investment Manager, shall be invested under the direction of the successor Investment Manager.</p>	<p>When an Investment Manager is replaced, the investments previously managed by that Investment Manager will be under the control of the new Investment Manager (the successor Investment Manager).</p>
<p><b>10.6 Arm's Length</b></p> <p>The Investment Manager shall be a person, firm or corporation that deals at arm's length with the Dokis First Nation.</p>	<p>The Investment Manager must be at "arms length" from the Dokis First Nation. "Arm's length" means that the Investment Manager and Dokis First Nation act independently and without the ability to influence each other.</p>
<p><b>10.7 Term of Investment Manager</b></p> <p>The terms of the appointment of any Investment Manager shall provide that the Investment Manager may at any time resign upon providing not less than thirty (30) days' written notice addressed to the Trustees and Council.</p>	<p>An Investment Manager can resign as an Investment Manager for the Trust by giving at least 30 days' notice to the Trustees and Council. This ability to resign will be in the terms of the appointment of the Investment Manager.</p>
<p><b>10.8 Investment Management Agreement</b></p> <p>It will be a term of appointment of any Investment Manager that the Investment Manager sign an agreement which confirms that the Investment Manager must comply with the Investment Policy Statement.</p>	<p>The Investment Manager does not have unlimited investment authority over the Trust Property but instead has to follow the Investment Policy in place from time to time.</p>
<p><b>11. FIRST ADMINISTRATIVE TRUSTEE</b></p>	
<p><b>11.1 First Administrative Trustee</b></p>	<p>After interviewing a number of trust companies, The Canada Trust Company was selected to be the First Administrative Trustee of</p>

Trust Provision	Plain Language and Explanation
<p>The First Administrative Trustee shall be The Canada Trust Company.</p>	<p>the Trust. TD will work with the Community Trustees to manage the property in the trust and the administration of the Trust.</p>
<p><b>11.2 Compensation</b></p> <p>The Council shall, by Council Resolution, enter into a Management Fee Agreement with the First Administrative Trustee detailing the fees and expenses that will be paid to the First Administrative Trustee.</p>	<p>TD is entitled to be paid for their services. This compensation will be detailed in a Management Fee Agreement between Council and TD.</p>
<p><b>11.3 Consent to Act</b></p> <p>The First Administrative Trustee and all successor Administrative Trustees shall execute and deliver to the Community Trustees a Consent to Act as Administrative Trustee.</p>	<p>TD will sign a document called a “Consent to Act as Administrative Trustee” as a condition of holding the office of Administrative Trustee.</p>
<p><b>11.4 Term of Office</b></p> <p>The term of office of the First Administrative Trustee will expire on the date determined in the Comprehensive Plan.</p>	<p>The Comprehensive Plan will state when the contract for services with TD will expire.</p>
<p><b>11.5 Resignation</b></p> <p>The terms of appointment of the First Administrative Trustee shall provide that the First Administrative Trustee may at any time resign the trusteeship on giving not less than sixty (60) days’ written Notice addressed to the other Trustees and the Council or such shorter Notice as they may accept as sufficient. The retiring First Administrative Trustee shall not be liable for any acts of any replacement Administrative Trustee which take place after the expiration of the notice period.</p>	<p>TD may resign by giving at least 60 days’ written Notice to the Community Trustees and Council.</p> <p>Community Trustees and Council may accept a shorter notice period. For example, if they had a replacement Administrative Trustee already lined up, they may want TD to leave their post before the 60 days are up so the new Administrative Trustee can take over.</p> <p>Once TD hands over the reins to the new Trustee, they are not liable for any act of the new Trustee.</p>



Trust Provision	Plain Language and Explanation
<p><b>11.6 Removal</b></p> <p>The First Administrative Trustee may be removed on 60 days' written Notice or such shorter Notice as it may accept as sufficient by Complementary Resolutions demonstrating a unanimous decision of the Community Trustees and the Council. In the event of the intended removal of the First Administrative Trustee, Notice shall be given to the First Administrative Trustee setting out the reasons, and the First Administrative Trustee shall be given an opportunity to meet with the Community Trustees and Council assembled together and respond to the reasons given for the intended removal. The removal of the First Administrative Trustee as provided above shall be effective upon delivery to the First Administrative Trustee of Notice as directed in the Complementary Resolutions.</p>	<p>TD may be removed if all of the Community Trustees and Council agree to the removal. Community Trustees and Council must give at least 60 days' written Notice to TD if they intend to remove them.</p>
<p><b>11.7 Appointment of Replacement</b></p> <p>If the Community Trustees and Council have not, by Complementary Resolutions, appointed a successor Administrative Trustee prior to the effective date of the First Administrative Trustee's resignation or removal then the Community Trustees shall have the power to do so by resolution.</p>	<p>If another Administrative Trustee has not been hired to replace TD after TD has been removed, then the Community Trustees can appoint one.</p>
<p><b>11.8 Successor</b></p> <p>If the First Administrative Trustee is replaced by an Administrative Trustee, the First Administrative Trustee shall be entitled to require and receive from the Administrative Trustee</p> <p>(a) written confirmation of the Administrative Trustee's acceptance of the trusts set out in this Trust Deed, and</p>	<p>If TD is replaced, it is relieved of its responsibilities under the Trust. TD is not required to submit its financial accounts to a court for approval under these circumstances.</p>

Trust Provision	Plain Language and Explanation
<p>(b) provided the First Administrative Trustee has fulfilled its obligations under this Trust Deed, a discharge from the Trust,</p> <p>and the First Administrative Trustee will not be required to pass any accounts before the Court.</p>	
<p><b>11.9 Duties</b></p> <p>The First Administrative Trustee's obligations are to:</p> <ul style="list-style-type: none"> <li>(a) open and maintain an account in a Canadian chartered bank or Financial Institution for the deposit of the Settlement Monies;</li> <li>(b) attend to arrangements for the payment of amounts payable in accordance with the terms of this Trust Deed;</li> <li>(c) establish a program for the education of the Community Trustees and the Council on the duties of Trustees and other fiduciaries;</li> <li>(d) assist and provide direction to the Community Trustees and the Council as required to keep the Members of the Dokis First Nation informed on the administration of the Trust; and</li> <li>(e) provide other trust related services as may be agreed to by the First Administrative Trustee, if and when reasonably requested by the Community Trustees.</li> </ul>	<p>The duties of TD are to do the following:</p> <ul style="list-style-type: none"> <li>(1) operate bank and investment accounts to hold the Trust's assets;</li> <li>(2) make distributions contemplated by the Trust Agreement;</li> <li>(3) educate the Community Trustees and Council on the duties of Trustees and fiduciaries;</li> <li>(4) assist the Community Trustees and Council with their task of keeping Members of the Dokis First Nation informed about the Trust and its activities; and</li> <li>(5) other tasks related to the Trust if requested by the Community Trustees and if TD agrees.</li> </ul>
<p><b>11.10 Record Keeping</b></p> <p>The Administrative Trustee shall be responsible for the clerical, record keeping and reporting activities associated with the Trust.</p>	<p>TD is responsible for the Trust's record keeping, any required reporting, and clerical duties.</p>

Trust Provision	Plain Language and Explanation
<p><b>11.11 Signing Cheques</b></p> <p>The Administrative Trustee must sign any cheques drawn on an account of the Trust maintained at a Financial Institution and approve any wire transfers of or payments from, or e-transfers in respect of, Trust Property.</p>	<p>TD must sign any cheques drawn on the Trust's financial accounts, and approve wire transfers or electronic transfers of funds to or from the Trust.</p>
<p><b>11.12 Role with respect to Investments</b></p> <p>Despite anything else in this Trust Deed, the First Administrative Trustee</p> <ul style="list-style-type: none"> <li>(a) has no authority or responsibility for <ul style="list-style-type: none"> <li>(i) the investment of any of the Trust Property,</li> <li>(ii) the selection of an Investment Manager, or</li> <li>(iii) the terms or content of the Investment Policy Statement; and</li> </ul> </li> <li>(b) has no power or authority to, and may not, direct or seek to influence an Investment Manager with respect to the investment of the Trust Property in particular securities or investments; and</li> <li>(c) is restricted, in carrying out its duties under this Trust Deed relating to the investment of the Trust Property, to monitoring the Investment Manager to determine whether the Investment Manager is complying with any objective requirements set out in the Investment Policy Statement and to provide Notice to Council and the Community Trustees of any non-compliance which the Administrative Trustee can reasonably detect. The First Administrative Trustee has no responsibility for any act or failure to act of Council or the Community Trustees on receipt of such Notice.</li> </ul>	<p>TD is not responsible for investing the Trust's assets, choosing the investment manager, or determining the Trust's investment policy.</p>

Trust Provision	Plain Language and Explanation
<b>12. ADMINISTRATIVE TRUSTEE</b>	
<b>12.1 Administrative Trustee</b> An Administrative Trustee shall: <ul style="list-style-type: none"> <li>(a) be a trust company or Financial Institution;</li> <li>(b) have experience in the administration of trusts and property;</li> <li>(c) be an entity that deals at arm's length with the Dokis First Nation; and</li> <li>(d) carry appropriate professional liability insurance including errors and omissions insurance.</li> </ul>	The Administrative Trustee must be a Canadian trust company, bank, or credit union, or an affiliate, that has experience administering trust and property. It must carry professional liability insurance (including errors and omissions insurance). The Administrative Trustee must also be "arm's length" from the Dokis First Nation.
<b>12.2 Appointment</b> An Administrative Trustee to succeed the First Administrative Trustee may be appointed by Complementary Resolutions of Council and the Community Trustees, provided that if, after consultation with each other, the Community Trustees and Council are unable to agree on the appointment of the Administrative Trustee, the Community Trustees may, by Trustees' Resolution, appoint the Administrative Trustee.	To appoint a replacement for the First Administrative Trustee, it must be done by Complementary Resolutions of Council and the Community Trustees. If Council and the Community Trustees cannot agree on the appointment, the Community Trustees can make the appointment by a Trustees' Resolution.
<b>12.3 Additional Duties</b> The Administrative Trustee shall continue in the execution of the duties of the First Administrative Trustee set out section <b>Error! Reference source not found.</b> , section <b>Error! Reference source not found.</b> and section <b>Error! Reference source not found.</b>	The Administrative Trustee continues the same duties as the First Administrative Trustee.

Trust Provision	Plain Language and Explanation
<p><b>12.4 Resignation</b></p> <p>The terms of appointment of the Administrative Trustee shall provide that the Administrative Trustee may at any time resign the trusteeship on giving not less than sixty (60) days written Notice addressed to the other Trustees and the Council or such shorter Notice as they may accept as sufficient. The retiring Administrative Trustee shall not be liable for any acts of any replacement Administrative Trustee which take place after the expiration of the notice period.</p>	<p>When an Administrative Trustee is appointed, it must always be permitted to resign by giving written notice to the other Trustees and Council. The written notice period must be 60 days, unless the other Trustees and Council agree to a shorter notice period.</p>
<p><b>12.5 Removal</b></p> <p>An Administrative Trustee may be removed, on 60 days written Notice or such shorter Notice as it may accept as sufficient, or such shorter period as agreed by Council, the Community Trustees and the Administrative Trustee, by Complementary Resolutions demonstrating a unanimous decision of the Community Trustees and the Council. In the event of the intended removal of the Administrative Trustee, Notice shall be given to the Administrative Trustee setting out the reasons, and the Administrative Trustee shall be given an opportunity to meet with the Community Trustees and Council assembled together and respond to the reasons given for the intended removal.</p>	<p>If Council and the Community Trustees unanimously agree in a Complementary Resolution, they can remove the Administrative Trustee. They must give the Administrative Trustee 60 days' written notice, or a shorter notice period if the Administrative Trustees, Council, and Community Trustees all agree. In the Notice to the Administrative Trustee, it must give reasons for the removal. The Administrative Trustee must then be given an opportunity to meet with the Community Trustees and Council together.</p>
<p><b>12.6 Appointment of Replacement</b></p> <p>If the Community Trustees and Council have not, by Complementary Resolutions, appointed a successor Administrative Trustee prior to the effective date of the Administrative Trustee's</p>	<p>The Community Trustees and Council must appoint the successor Administrative Trustee by Complementary Resolutions. If they have not done so before the date the resignation or removal of</p>

Trust Provision	Plain Language and Explanation
<p>resignation or removal then the Community Trustees shall have the power to do so by resolution.</p>	<p>the Administrative Trustee takes effect, then the Community Trustees can appoint the successor by resolution.</p>
<p><b>12.7 Confirmation of Replacement</b></p> <p>A resigning or removed Administrative Trustee shall be entitled to require and receive from the new replacement Administrative Trustee written confirmation of the replacement's acceptance of the trusts set out in this Trust Deed.</p>	<p>If an Administrative Trustee resigns or is removed, it is entitled to receive from the successor Administrative Trustee written confirmation the successor has accepted the appointment.</p>
<p><b>12.8 Consent to Act</b></p> <p>The Administrative Trustee and all successor Administrative Trustees shall execute and deliver to the Community Trustees a Consent to Act as Administrative Trustee.</p>	<p>An Administrative Trustee must consent in writing to act as a Trustee of the Trust, and deliver the consent to the Community Trustees.</p>
<p><b>12.9 Role with respect to Investments</b></p> <p>Despite anything else in this Trust Deed, the Administrative Trustee</p> <ul style="list-style-type: none"> <li>(a) has no authority or responsibility for <ul style="list-style-type: none"> <li>(i) the investment of any of the Trust Property,</li> <li>(ii) the selection of an Investment Manager, or</li> <li>(iii) the terms or content of the Investment Policy Statement;</li> </ul> </li> <li>(b) has no power or authority to, and may not, direct or seek to influence an Investment Manager with respect to the investment of the Trust Property in particular securities or investments; and</li> </ul>	<p>The Administrative Trustee is not responsible for investing any of the Trust assets, selecting the Investment Manager, or the content of the Investment Policy.</p> <p>The Administrative Trustee has no power to influence the Investment Manager regarding investments for the Trust.</p> <p>The Administrative Trustee can only monitor the Investment Manager to make sure he or she is complying with the Investment Policy, and to let the Dokis First Nation Trustees and Council know if the Investment Manager is following the Investment Policy.</p>

Trust Provision	Plain Language and Explanation
<p>(c) is restricted, in carrying out its duties under this Trust Deed relating to the investment of the Trust Property, to monitoring the Investment Manager to determine whether the Investment Manager is complying with any objective requirement set out in the Investment Policy Statement and to provide Notice to Council and the Community Trustees of any non-compliance which the Administrative Trustee can reasonably detect. The Administrative Trustee has no responsibility for any act or failure to act of Council or the Community Trustees on receipt of such Notice.</p>	
<b>13. REAL PROPERTY VALUATION</b>	
<p><b>13.1 Real Estate Appraiser</b></p> <p>The Trustees may, for the purpose of establishing the value of Trust Property from time to time, accept the opinion of value of a real estate appraiser, with respect to any real property, or interest in real property, and improvements thereon, constituting part of the Trust Property. For certainty, no valuation or appraisal is required for a transfer of real estate to a Trustee to be held by the Trustee as part of the administration of the Trust.</p>	<p>From time to time, the Trustees may need to get real estate appraised. When they do so, they are entitled to rely on the valuation or appraisal provided a real estate appraiser.</p>
<p><b>13.2 Considerations for Appraisal</b></p> <p>A real estate appraiser may, in the preparation of an appraisal for the purpose set out in section <b>Error! Reference source not found.</b> value any property situated on Reserve, or any interest therein, based on otherwise comparable properties, whether or not located on Reserve, together with any improvements thereon.</p>	<p>The Trustees may hire a real estate appraiser to provide an appraisal of property based on comparable properties, whether located on- or off-Reserve.</p>

Trust Provision	Plain Language and Explanation
<b>14. TRUSTEE PROCEDURES</b>	
<p><b>14.1 Trustee's Meetings</b></p> <p>The Trustees will meet as often as required for the efficient administration of the Trust, and at least on a quarterly basis. Notice of every meeting of the Trustees will be given by the Administrative Trustee to each Trustee at least 14 clear days before the date of the meeting but in the case of adjourned meetings, such notice as the interval between the original and adjourned meeting will reasonably permit. The notice will state the place, day and hour of the meeting which shall, whenever the Administrative Trustee in its discretion deems it practical, take place on Reserve.</p>	<p>The Trustees will meet regularly and a minimum of four times each year.</p> <p>Trustees will have at least 14 days' notice of an upcoming meeting. However, where the meeting has been adjourned (deferred or continued to a later date, for whatever reason), Trustees will be given notice that is reasonable (given the circumstances and timing) prior to the follow-up meeting.</p> <p>Whenever possible, Trustee meetings will take place on the Reserve.</p> <p>Notice of a Trustee meeting will state the place, date and time of the meeting.</p>
<p><b>14.2 Waiver of Notice</b></p> <p>The Trustees may by unanimous agreement waive or reduce the notice requirement for a Trustees' meeting. An entry in the minutes of the meeting of the waiver will be sufficient evidence that the meeting was properly convened, except that, if any Trustee was not present at the meeting, that Trustee must, in writing, waive or agree to reduce notice for the meeting.</p>	<p>The Trustees may choose to waive or reduce the Trustee meeting notice requirement if all of the Trustees agree to do so and if the waiver is written in the meeting minutes. A Trustee who is not present must consent in writing to the waiver/reduction of notice. For example, if all of the Trustees agree to 7 days' notice for a particular meeting, that is acceptable.</p>
<p><b>14.3 Participation by Communications Facilities</b></p> <p>If all the Trustees consent, a Trustee may participate in a meeting of the Trustees by means of conference telephone, by video, or by other communications facilities by means of which all Trustees participating in the meeting can hear each other. A Trustee participating in a meeting in accordance with this section will be:</p>	<p>The Trustees may attend the Trustee meetings by conference call, Zoom or other means if (i) all of the Trustees agree, and (ii) if the Trustees can all hear each other.</p> <p>If a Trustee attends by Zoom, they are considered to be 'present' for a meeting, can speak on issues and vote on decisions in the</p>



Trust Provision	Plain Language and Explanation
<ul style="list-style-type: none"> <li>(a) deemed to be present at the meeting;</li> <li>(b) deemed to have so consented;</li> <li>(c) counted in the quorum; and</li> <li>(d) entitled to speak and vote at the meeting.</li> </ul>	<p>same way they could as if they had attended the meeting in person.</p>
<p><b>14.4 Quorum and Chair</b></p> <p>A quorum for Trustees' meetings will require the presence of the Administrative Trustee and a majority of the total number of Community Trustees then in office. The Administrative Trustee will serve as Chair.</p>	<p>A quorum means the minimum number of Trustees who must be present in order for the Trustee meeting to take place. Quorum requires the presence of (1) the Administrative Trustee; and (2) a majority of the Trustees who are then in office i.e. 3 of the 4 Community Trustees. The Administrative Trustee will Chair meetings.</p>

Trust Provision	Plain Language and Explanation
<p><b>14.5 Decision of Trustees</b></p> <p>All matters requiring a decision of the Trustees will be determined by a majority vote of the Community Trustees at a meeting at which a quorum is present, provided that</p> <p>(a) the Trustees must consider any criteria provided in the Comprehensive Plan, which criteria shall be based on the Anishinaabe Way, and have consideration for those principles laid out in the Recitals, section <b>Error! Reference source not found.</b>and section <b>Error! Reference source not found.</b>;</p> <p>(b) in any situation in which the vote of the Community Trustees is tied, the Knowledge Keeper Liaison shall cast a vote in order to break the tie, and if the Knowledge Keeper Liaison is unable or unwilling to cast a vote, then the Council Liaison shall cast a vote in order to break the tie, and failing that the Administrative Trustee shall cast a vote in order to break the tie;</p> <p>(c) any decision with respect to the payment of Approved Expenses or any expenditure of Trust Property to satisfy a legal obligation of the Trust will require the approval of the Administrative Trustee in the Trustees' Resolution and such approval shall not be withheld except where the Administrative Trustee, acting in good faith, considers there to be a potential breach of this Trust Deed. In the event that the Administrative Trustee does not approve a matter approved by the vote of the Community Trustees, the Administrative Trustee will give written reasons for its decision to the Community Trustees and Council.</p>	<p>Decisions made by the Trustees must be made by a quorum of the Trustees and by majority vote, which is 50% +1 of the Trustees i.e. 3 of the 4 Community Trustees.</p> <p>When making decisions, Trustees must consider the criteria set out in the Comprehensive Plan.</p> <p>If there is a tie or deadlocked for a particular decision, the Liaisons and Administrative Trustee may vote to break the tie, in the following order of priority:</p> <p>First, the Knowledge Keeper Liaison will cast a vote to break the tie. If the Knowledge Keeper Liaison is unwilling or unable to cast a tie-breaking vote, then the Council Liaison will vote, and failing that the Administrative Trustee will vote.</p> <p>All decisions about the expenditure of Trust Property, such as paying money towards a particular community program, require the approval of the Administrative Trustee and must be included in a Trustees' Resolution.</p> <p>The Administrative Trustee <i>cannot</i> withhold approval of the decision, <i>unless</i> they believe there may be a potential breach of the Trust Agreement, which requires further investigation before approval or disapproval can be given.</p> <p>If the Administrative Trustee does not approve of a proposed decision about spending the Trust Property, they must give written reasons for the disapproval to the other Trustees and to Council.</p>

Trust Provision	Plain Language and Explanation
<p><b>14.6 Responsibility of Administrative Trustee</b></p> <p>For greater certainty, the Administrative Trustee does not have a vote when the Trustees are making a decision, other than the power to break a tie as provided for in section 14.5 to veto a decision with respect to the expenditure of Trust Property as provided for in section 14.5. It is understood that in deciding to approve or not to approve a decision of the Community Trustees, or to break a tie, the Administrative Trustee can rely on the information presented to it and is not required or expected to second-guess a decision which appears to the Administrative Trustee, acting in good faith, to be consistent with this Trust Deed. Provided it has acted in good faith in carrying out its responsibilities under this section, the Administrative Trustee is not responsible or liable to the Trust, the Community Trustees, any of the Beneficiaries, Council, or any other Person in the event a decision of the Community Trustees approved by the Administrative Trustee is determined to be in breach of this Trust Deed, or a decision of the Community Trustees not approved by the Administrative Trustee is determined not to be in breach of this Trust Deed. In making decisions, the Administrative Trustee must consider the criteria provided in the Comprehensive Plan.</p>	<p>The Administrative Trustee will only cast a vote for decisions about expenditures in two circumstances: the first, if there is a deadlock AND neither the Knowledge Keeper Liaison nor the Council Liaison can or will vote; or the second, to stop a decision from taking place which concerns the expenditure of Trust Property and of which the Administrative Trustee does not approve.</p> <p>The Administrative Trustee is entitled to rely on the information given to it, and the Administrative Trustee is not expected to be suspicious of or to probe into decisions which appear to be legitimate and in line with the Trust Agreement.</p> <p>Where a decision turns out to be in breach of the Trust Agreement, the Administrative Trustee will not be held liable so long as the Administrative Trustee acted honestly, with the best interests of Beneficiaries in mind, and in consideration of the criteria set out in the Comprehensive Plan.</p>
<p><b>14.7 Minutes</b></p> <p>Minutes of decisions taken and resolutions passed at all Trustee meetings shall be recorded in writing by the Administrative Trustee and signed by the Trustees present at the meeting or participating by conference telephone or by video.</p>	<p>The Administrative Trustee is required to take minutes, meaning notes in writing, of the discussion and decisions that take place at Trustee meetings.</p> <p>All Trustees who were present must sign the minutes prepared by the Administrative Trustee.</p>

Trust Provision	Plain Language and Explanation
<p><b>14.8 Trustees' Rules</b></p> <p>The Trustees may from time to time make rules, not inconsistent with the provisions of this Trust Deed, to govern their own procedure.</p>	<p>If the Trustees decide they would like additional rules in place to govern their own procedure (for example, whether the camera may be on or off if attending by Zoom), the Trustees are able develop those rules, but these rules cannot contradict the provisions of the Trust Agreement. For example, if the Trust Deed allows for attendance by Zoom, the rules that the Trustees develop could not bar attendance by Zoom.</p>
<p><b>15. TRUSTEES</b></p>	
<p><b>15.1 Prohibitions</b></p> <p>No person who is an undischarged bankrupt, or is currently charged or has ever been convicted of, any indictable offence, or of a summary offence involving fraud, false pretenses, theft of property held as a trustee or fiduciary, will be appointed to or continue to hold office as a Trustee.</p>	<p>The law provides certain restrictions on who can act as a Trustee.</p> <p>If a person is an undischarged bankrupt, currently facing charges or has been convicted of certain types of criminal convictions, they cannot be appointed or continue to act as a Trustee.</p> <p>If a person goes through the bankruptcy process, at the end of their bankruptcy, they receive a release from their legal obligations to pay certain debts and could then seek to act as a Trustee.</p> <p>If a person has been charged with an indictable offence but is later cleared of those charges, they could act as a Trustee in the future. Indictable offences are the most serious criminal offences, such as murder and manslaughter.</p> <p>If a person has been convicted of a crime relating to fraud, false pretences, theft of property held as a trustee or fiduciary, they may not be appointed or continue to act as a Trustee.</p>

Trust Provision	Plain Language and Explanation
	A person is not allowed to be a member of Council and a Trustee at the same time.
<p><b>15.2 First Community Trustees</b></p> <p>The appointment of the first Community Trustees to act in the office of Trustee of the Trust (the “<b>First Community Trustees</b>”) will be ratified as part of this Trust Deed.</p>	<p>The First Community Trustees of the Trust are appointed by Council, and will be confirmed when the Trust is ratified in the ratification vote. After an extensive application and interview process, the First Trustees are William Bray, Lynne Lariviere, Michael St Pierre And Randy Restoule.</p>
<p><b>15.3 Election of Community Trustees</b></p> <p>The nomination and election of the Community Trustees will follow the protocol set out in the Comprehensive Plan, if one is in place at the relevant time, and will take place as follows:</p> <ul style="list-style-type: none"> <li>(a) two (2) On-Reserve Community Trustees who reside on-Reserve will be elected by the Members; and</li> <li>(b) two (2) Off-Reserve Community Trustees who reside off-Reserve will be elected by the Members;</li> </ul>	<p>The Comprehensive Plan will contain the process for nomination and election of the Community Trustees. There will be a total of four Community Trustees: two On-Reserve Trustees and two Off-Reserve Trustees.</p>
<p><b>15.4 Term of Office of Community Trustees</b></p> <ul style="list-style-type: none"> <li>(a) Unless otherwise prescribed in the Comprehensive Plan, the term of office of the First Community Trustees will be as follows: <ul style="list-style-type: none"> <li>(i) Randy Restoule shall serve a term of three (3) years as an On-Reserve Community Trustee;</li> <li>(ii) Michael St Pierre shall serve a term of four (4) years as an On-Reserve Community Trustee;</li> </ul> </li> </ul>	<p>The persons named in section 15.4 will be the First Community Trustees for the terms specified.</p> <p>All subsequent terms for Community Trustees, unless the Comprehensive Plan determines differently, will be three years.</p> <p>All Community Trustees, whether the First Community Trustees or subsequent Trustees, shall sign a Consent to Act as a Community Trustee.</p>

Trust Provision	Plain Language and Explanation
<p>(iii) William Bray shall serve a term of three (3) years as an Off-Reserve Community Trustee; and</p> <p>(iv) Lynne Lariviere shall serve a term of four (4) years as an Off-Reserve Community Trustee.</p> <p>(b) Unless otherwise prescribed in the Comprehensive Plan, the term of office of all subsequently appointed or elected Community Trustees will be three (3) years.</p> <p>(c) All First Community Trustees and Community Trustees shall, upon election or appointment, execute and deliver to the Administrative Trustee a Consent to Act as a Community Trustee.</p>	<p>Setting the initial terms to be staggered, and the future terms for 3 years will ensure that there are always some trustees with experience sitting as trustees, allowing new trustees to learn from their peers about the roles and responsibilities of the job.</p>

Trust Provision	Plain Language and Explanation
<p><b>15.5 Renewal of Term of Office of Community Trustee</b></p> <p>Upon the expiration of the term of office of a Community Trustee, if no other individual seeks election for that position, then with the consent the Community Trustees and Council by Complementary Resolution, the incumbent Community Trustee may continue to serve as a Community Trustee upon executing and delivering to the Administrative Trustee a Consent to Act as a Community Trustee.</p>	<p>If the term of office of a Community Trustee expires and no other Member runs for election for the position, then the Community Trustee whose term expired may continue in the position for another term.</p> <p>In order for a Community Trustee to continue for another term, three things must happen: first, the Community trustees as a group must sign a Trustees' Resolution stating that they agree to another term for that Trustee. Second, Council has to sign a similar Council Resolution. Third, the Community Trustee has to sign a Consent to Act for an additional term.</p>
<p><b>15.6 Appointment of Replacement Community Trustees</b></p> <p>If the required number of Community Trustees are not elected or a vacancy occurs with respect to the position of a Community Trustee for any reason, then notwithstanding when the vacancy occurs, the Community Trustees and Council may, by Complementary Resolutions, appoint any Member to fill the vacancy, provided that</p> <ul style="list-style-type: none"> <li>(a) the appointment is filled in accordance with the protocol prescribed by the Comprehensive Plan; and</li> <li>(b) the vacancy of an On-Reserve Community Trustee must be filled by a Member living on Reserve and the vacancy of an Off-Reserve Community Trustee must be filled by a Member living off Reserve.</li> </ul>	<p>If there is a vacant Community Trustee seat, either because nobody ran for election to fill a vacant seat, or a Community Trustee is no longer able to act as a Trustee for any reason, the remaining Community Trustees and the Council can appoint any Member as a replacement, following two requirements. The Community Trustees and Council must:</p> <ul style="list-style-type: none"> <li>(a) follow the protocol in the Comprehensive Plan;</li> <li>(b) an On-Reserve Community Trustee must be replaced by a Member who lives on Reserve, and an Off-Reserve Community Trustee must be replaced by a Member who lives off Reserve.</li> </ul>

### **15.7 Termination of Office of Community Trustee**

The following rules shall, to the extent applicable, govern the termination of the term of office of a Community Trustee:

- (a) the Community Trustee shall serve until:
  - (i) the Trustee dies;
  - (ii) if the Trustee is deemed to be an Uncooperative Trustee, the other Trustees and Council have resolved to remove the Uncooperative Trustee by Complementary Resolutions. If the Trustees, exclusive of the Uncooperative Trustee, and Council do not agree on the removal of an Uncooperative Trustee, the Uncooperative Trustee may be removed by resolution of the remaining Trustees. The removal of an Uncooperative Trustee shall be effective upon delivery of the Complementary Resolutions or resolution of the remaining Trustees, as the case may be, to the Uncooperative Trustee. Thereafter, the Uncooperative Trustee will no longer be a Trustee and will have no further responsibilities regarding the administration of the Trust. Once removed, an Uncooperative Trustee may not be re-elected or re-appointed as a Community Trustee;
  - (iii) if the Trustee is deemed to be an Uncooperative Trustee, the other Trustees and Council have resolved to remove the Uncooperative Trustee by Complementary Resolution. If the Trustees, exclusive of the Uncooperative Trustee, and Council do not agree on the removal of an Uncooperative Trustee, the Uncooperative Trustee may be removed by resolution of the remaining Trustees. The removal of an Uncooperative Trustee shall be effective upon delivery of the Complementary Resolution or resolution of the remaining Trustees, as the case

This section sets out the method for removing a Community Trustee from their role. There are some obvious reasons for a Trustee to be removed: they may need to resign for personal reasons, they may lose their mental capacity, or they may pass away. This section sets out other reasons for the removal of a Community Trustee.

This includes the possibility of a Community Trustee being removed from their role if they become an “Uncooperative Trustee”. Uncooperative Trustee is a Trustee whose conduct is incompetent, or harms the operation of the Trust in some way. A simple example of that would be refusing to sign documents that the Trustees must sign.



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may be, to the Uncooperative Trustee. Thereafter, the Uncooperative Trustee will no longer be a Trustee and will have no further responsibilities regarding the administration of the Trust. Once removed, an Uncooperative Trustee may not be re-elected or re-appointed as a Community Trustee;	
(iii) the Trustee provides written notice of resignation;	The role of Trustee is voluntary, and a person can resign from their role for personal reasons.
(iv) the Trustee declares bankruptcy or is subject to a consumer proposal;	The law does not allow a person going through the bankruptcy process to act as a Trustee, but if the person obtains a discharge from that process, they could act as a Trustee in the future.
(v) the Trustee is charged with an indictable offence, or is charged with a summary offence involving fraud, false pretences, theft of property held by the Trustee as a trustee or fiduciary;	Similarly, the law does not allow a person facing certain criminal charges to act as a Trustee.
(vi) the Trustee is declared to be Mentally Incapable;	For example, if a person suffered from an illness like Alzheimer's disease, and they lost their capacity to manage their own financial affairs, they would not be able to continue as a Trustee.
(vii) the Trustee ceases to be a Member;	If a person chose to resign their membership in the Dokis First Nation, they could not continue to act as a Community Trustee.
(viii) the term of office of the Trustee expires;	Unless the person's office were renewed, once a term has expired that person ceases to be a Trustee.
(ix) in the case of an On-Reserve Community Trustee, if he or she becomes Ordinarily Resident off the Reserve; or	The terms of the Trust Deed require two on- and two off-Reserve Trustees at all times, so that the differing needs and concerns of Members living on and off Reserve can be present in the work of

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	the Trustees. So, a change in ordinary residence may mean a person has to be removed as a Trustee.
(x) in the case of an Off-Reserve Community Trustee, if he or she becomes Ordinarily Resident on the Reserve.	This section mirrors section (ix).
(b) Notwithstanding anything to the contrary otherwise contained herein, the Community Trustees and Council may, by Complementary Resolutions, terminate the appointment of a Community Trustee who has without reasonable cause and notice to the Trustees, missed three (3) consecutive Trustees' meetings or six (6) meetings in any calendar year. The Community Trustees and Council may also, by Complementary Resolutions, terminate the appointment of a Community Trustee who has attended a meeting of the Trustees under the influence of alcohol or drugs, or has engaged in violence or threats of violence against a member of the Dokis First Nation or the staff or administration of the Dokis First Nation. If the Community Trustees, exclusive of the Community Trustee to be terminated, and Council do not agree on the removal of the Community Trustee, the Community Trustee may be removed by resolution of the remaining Trustees.	<p>The Community Trustees and Council may also remove a Trustee for reasons not covered in the list above.</p> <p>For example, if a Trustee missed three meetings in a row or 6 meetings in a year with no valid reason, their role may be terminated.</p> <p>Threats of violence or actual violence against Dokis First Nation staff may lead to termination, as may attending meetings under the influence of drugs or alcohol.</p> <p>If Council and the Community Trustees disagree on whether to remove a Community Trustee, the Community Trustees may remove a Community Trustee by their own resolution.</p>

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<p><b>15.8 Confirmation from Replacement</b></p> <p>A resigning or removed Community Trustee shall be entitled to require and receive from the replacement Community Trustee written confirmation of the replacement's acceptance of the obligations set out in this Trust Deed.</p>	<p>A resigning or removed Community Trustee is entitled to a copy of the written that any replacement Trustee has accepted the office of Trustee.</p>
<p><b>15.9 Effective date of Appointment</b></p> <p>The appointment of a Community Trustee will be effective as of the date specified in the instrument under which that person is appointed.</p>	<p>The document appointing a Community Trustee will contain the date the appointment is to take effect. That date is important: it clarifies to the Trustee and to everyone else concerned with the Trust the starting date for that Trustee's responsibility.</p>
<p><b>16. COUNCIL LIAISON, KNOWLEDGE KEEPER LIAISON AND YOUTH LIAISON</b></p>	
<p><b>16.1 Council Liaison</b></p> <p>(a) The Council Liaison is not a Community Trustee.</p> <p>(b) There may only be one (1) Council Liaison acting at any time.</p>	<p>Council Liaison is a Dokis First Nation member, who is also a member of Council, who will act as a go-between between the work of the Trustees and the work of Council.</p> <p>This will assist in ensuring that, for example, there is good communication between the Trustees and Council.</p>

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<p><b>16.2 Role of the Council Liaison</b></p> <p>(a) The role of the Council Liaison is to facilitate information-sharing between the Council and the Community Trustees, and to carry out those duties as prescribed in the Comprehensive Plan.</p> <p>(b) The Council Liaison shall be entitled to receive notice of meetings of the Community Trustees but, subject to section 14.5, does not constitute part of the quorum and is not entitled to vote on any matter before the Community Trustees.</p>	<p>Unless his or her vote is required to break a tie, the Council Liaison will not have any voting rights for any of the decisions made by the Trustees.</p>
<p><b>16.3 Appointment and Removal of the Council Liaison</b></p> <p>Council may appoint or remove a Council Liaison from time to time, in accordance with the protocol set out in the Comprehensive Plan, if one is in place at the relevant time.</p>	<p>The Council Liaison can be removed or appointed by Council, and the Comprehensive Plan may set out further details on this process.</p>
<p><b>16.4 The Knowledge Keeper Liaison</b></p> <p>(a) The Knowledge Keeper Liaison is not a Community Trustee.</p> <p>(b) There may only be one (1) Knowledge Keeper Liaison acting at any time.</p>	<p>The Trustees will also be assisted by one Knowledge Keeper Liaison who is not also a Community Trustee.</p>

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<p><b>16.5 Role of the Knowledge Keeper Liaison</b></p> <p>(a) The role of the Knowledge Keeper Liaison is to provide input and guidance to the Community Trustees, and to carry out those duties as prescribed in the Comprehensive Plan.</p> <p>(b) The Knowledge Keeper Liaison shall be entitled to receive notice of meetings of the Community Trustees but, subject to section 14.5, does not constitute part of the quorum and is not entitled to vote on any matter before the Community Trustees.</p>	<p>The Knowledge Keeper Liaison will be appointed by Council to work with the Trustees to provide insight and guidance to their decision making. That person will be a member of the Dokis First Nation who holds deep understanding of traditional knowledge, cultural practices and ancestral wisdom, and will enhance the ability of the Trustees to administer the trust in a manner respecting the Anishinaabe way.</p> <p>Unless required to break a tie, the Knowledge Keeper Liaison will not have voting rights for the decisions to be made by the Trustees.</p>
<p><b>16.6 Appointment and Removal of a Knowledge Keeper Liaison</b></p> <p>Council may appoint or remove a Knowledge Keeper Liaison from time to time, in accordance with the protocol set out in the Comprehensive Plan, if one is in place at the relevant time.</p>	<p>The Knowledge Keeper Liaison can be removed or appointed by Council, and the Comprehensive Plan may set out further details on this process.</p>
<p><b>16.7 The Youth Liaison</b></p> <p>(a) The Youth Liaison is not a Community Trustee.</p> <p>(b) There may only be one (1) Youth Liaison acting at any time.</p>	<p>The Trustees will also be assisted by one Youth Liaison appointed by Council.</p>
<p><b>16.8 Role of the Youth Liaison</b></p> <p>(a) The role of the Youth Liaison is to provide input and guidance to the Community Trustees, and to carry out those duties as prescribed in the Comprehensive Plan.</p> <p>(b) The Youth Liaison shall be entitled to receive notice of meetings of the Community Trustees but does not constitute part of the quorum and is not entitled to vote on any matter before the Community Trustees.</p>	<p>The Youth Liaison is a Dokis First Nation who will bring their insight and perspective on issues, concerns and priorities of younger members of the Dokis First Nation, to the work being conducted by the Trustees. The Youth Liaison will not have any voting rights for the Trustees decision making.</p> <p>It is hoped that the Youth Liaison will gain leadership skills and insights that may make him or her suitable to take on the role of Trustee in future years.</p>

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<p><b>16.9 Appointment and Removal of a Youth Liaison</b></p> <p>Council may appoint or remove a Youth Liaison from time to time, in accordance with the protocol set out in the Comprehensive Plan, if one is in place at the relevant time.</p>	<p>The Youth Liaison can be removed or appointed by Council, and the Comprehensive Plan may set out further details on this process.</p>
<p><b>17. TRUSTEE CONFLICT OF INTEREST</b></p>	

### 17.1 Disclosure of Potential Conflict

Except as provided in section **Error! Reference source not found.**, a Trustee who:

- (a) is a party to a contract, or proposed contract of the Trustees entered into or to be entered into in accordance with the terms and conditions of this Trust Deed;
- (b) is a director or an officer of or has an interest in any Entity which is a party to a contract or proposed contract of the Trustees entered into or to be entered into in accordance with the terms and conditions of this Trust Deed; or
- (c) otherwise stands to benefit or his or her Family stands to benefit from the contract or proposed contract of the Trustees entered into or to be entered into in accordance with the terms and conditions of this Trust Deed;

will disclose to the other Trustees and will request to have entered in the minutes of meetings of the Trustees, the nature and extent of such Trustee's relationship and the extent of the Trustee's interest (a **"Disclosure of Conflict"**).

Trustees have a legal duty to avoid conflicts of interest. A conflict of interest is a situation where an individual's personal goals or priorities do or might clash with the goals or priorities of their role.

For example, a trustee might push to sell trust property at a low price to a business they own, even though it would be better for the beneficiaries to keep the property or sell it at a higher price.

A Trustee cannot use their position as trustee for personal gain or for the gain of their immediate family. Especially in smaller communities, there are many potential situations where personal gain and responsibilities as a Trustee might overlap, and if a Trustee finds themselves facing this situation, they have to tell their co-Trustees about this situation.

For example, if the Trustee's are deciding on a business deal with a company, and one of them already has an agreement with that company (or is in negotiations with that company), they have to tell their co-Trustees about that relationship.

A Trustee must disclose that business relationship IF that company is potentially going to do business with the Trust and:

- (1) if the Trustee is has signed or will sign, in their personal role, the same contract as the Trust;
- (2) if the Trustee is an officer, director, or has any other interest (e.g. as a shareholder, member, or employee) in a corporation, trust, or society (e.g. not-for-profit society) that has signed or will sign, the same contract as the Trust; and
- (3) if a Trustee or a member of the Trustee's Family (see the definition of "Family" for who is included in that term) could

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	<p>personally benefit from a contract that the Trustees are a party, or will be a party.</p> <p>In each of the above scenarios, the Trustee must disclose:</p> <ul style="list-style-type: none"> <li>(1) the nature and the scope of Trustee's interest in the contract,</li> <li>(2) the Trustee's relationship with other parties to the contract, and</li> <li>(3) the potential benefits the Trustee or the Trustee's Family may derive from the contract, even if the benefit is indirect.</li> </ul> <p>If a Trustee is unsure whether the requirement to disclose has been triggered or what information should be disclosed, they should err on the side of caution and let their co-Trustees know of the situation so that an informed decision can be made.</p>



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<p><b>17.2 Timing of Disclosure</b></p> <p>A Disclosure of Conflict will be made when the Trustee becomes aware of the conflict and, at that time, gives Notice of the conflict to the other Trustees.</p>	<p>The time to tell Trustees about a potential conflict of interest is as soon as a Trustee becomes aware of it. The details of the potential conflict need to be set out in writing and shared among all of the Trustees.</p>
<p><b>17.3 Trustee not to Participate</b></p> <p>A Trustee required to make a Disclosure of Conflict will not take part in, and shall not be present at, discussions or deliberations concerning any such contract and will not vote on any resolution in respect of the same.</p>	<p>In any case where a Trustee is required to disclose a conflict of interest relating to a contract, the Trustee has to remove themselves from the discussions or negotiations relating to the contract. The Trustee cannot vote on decisions related to that contract.</p>
<p><b>17.4 Extent of Disclosure</b></p> <p>For the purposes of a Disclosure of Conflict, a Notice to the other Trustees by a Trustee declaring that the Trustee is a director or officer of, or has an interest, in an Entity and is to be regarded as interested in any contract made with that Entity, is a sufficient declaration of interest in relation to any contract so made.</p>	<p>If a Trustee is in a position of conflict, a written explanation of the circumstances (their role in the company, an explanation of the relationship with the company, for example), is what is meant by ‘declaration of interest’.</p> <p>For example, the Trustees are about to negotiate a contract with ABC Company. One of the Trustees is a director of ABC Company and is owed money by that company. That Trustee should send a written account to the other Trustees about this situation. The written account is their “Notice” and they will have met the requirement to make proper disclosure.</p> <p>The Trustee would then have to sit out the discussions and vote to be made by the Trustees to sign (or not sign) a contract with ABC Company.</p>

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<p><b>17.5 Effect of Disclosure</b></p> <p>A contract is neither void nor voidable by reason of a relationship contemplated in section <b>Error! Reference source not found.</b> or by reason only that a Trustee with an interest in the contract is present, or is counted to determine the existence of a quorum, at a meeting of Trustees that authorized or approved the contract if the Trustee disclosed his or her interest in accordance with section <b>Error! Reference source not found.</b>, the contract was approved by the Trustees and was reasonable and fair at the time the same was approved.</p>	<p>If a Trustee properly discloses their conflict of interest in relation to a contract, the other Trustees may still decide that signing the contract is a good decision. If they do, and the contract is fair and reasonable, it is a valid contract.</p> <p>The Trustee facing the conflict may still have been counted as in attendance at a meeting where the decision was made, and that is acceptable. They are not able to vote on the decision.</p>

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<p><b>17.6 Exceptions to Disclosure</b></p> <p>Notwithstanding any other provision of this Trust Deed or any principle of law to the contrary:</p> <p>(a) Nothing in section <b>Error! Reference source not found.</b> requires the disclosure of:</p> <ul style="list-style-type: none"> <li>(i) any interest or relationship of any Person who is a director, officer or employee of the Administrative Trustee other than the Persons who attend the meetings of the Trustees as representatives of the Administrative Trustee;</li> <li>(ii) any interest of a Trustee in an Entity whose securities are traded on a public exchange; or</li> <li>(iii) any interest or relationship of the Administrative Trustee where that interest or relationship is one where the Administrative Trustee is serving in a professional capacity to a party to a contract or proposed contract of the Trustees.</li> </ul>	<p>There are exceptions to the requirement to disclose a conflict of interest. These exceptions relate to situations where there is a reduced risk of Trustees putting their personal interests ahead of the best interests of the Trust.</p> <p>For example, if the Trustees are negotiating a contract with a public company listed on the Toronto Stock Exchange to supply goods, it is not a conflict of interest that has to be declared if a Trustee owns shares of the public company.</p>
<p><b>18. LIABILITY AND INDEMNITY OF TRUSTEES</b></p>	
<p><b>18.1 Bonding not Required</b></p> <p>Unless otherwise required by law, no Trustee will be required to give a bond, surety or security in any jurisdiction for the performance of the Trustee's duties under this Trust Deed.</p>	<p>A bond is like an insurance policy with coverage of between 100% and 200% of the amount of the assets in a Trust. The Trustees do not need to be bonded except in limited situations where that would be required by law.</p>

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<p><b>18.2 Contractual Limit</b></p> <p>All acts done, written instruments executed and all obligations and liabilities incurred by or on behalf of the Trustees, in the performance of the responsibilities, powers and authorities of the Trustees under this Trust Deed, shall be conclusively taken to have been done, executed or incurred only by or on behalf of the Trustees in their capacity as Trustees and not in their personal capacities.</p>	<p>When the Trustees do things such as enter into contracts on behalf of the Trust, the Trustees are not personally responsible for such contracts because the contracts are the responsibility of the Trust.</p>
<p><b>18.3 Liability of Co-Trustees</b></p> <p>No Trustee who complies with the standard of care required by section <b>Error! Reference source not found.</b> will be personally responsible or liable for the acts or defaults of a co-Trustee.</p>	<p>So long as a Trustee is fulfilling their fiduciary obligations to the Trust, they will not be liable if their co-Trustee does something wrong related to the Trust.</p>

#### 18.4 Limitation of Liability

Subject to observance of the standard of care required of such Trustee by section **Error! Reference source not found.**, a Trustee will not be personally responsible or liable for:

- (a) any loss to the Trust arising in consequence of the failure, depreciation or loss of any investment not involving a breach of trust by that Trustee;
- (b) any loss to the Trust arising by reason of any improper investment not involving a breach of trust by that Trustee;
- (c) the neglect, omission, misconduct or default of any Person appointed nor for any loss or damage resulting from any such delegation to such Person or any action taken pursuant to or in reliance upon the advice of such Person notwithstanding that the retainer of such Person was not strictly necessary or expedient, if the Person was selected with reasonable care, and the activities of the Person in discharging the tasks assigned to that person were supervised by the Trustees in accordance with usual business practice;
- (d) any claim against the Trust arising from the payment of funds by the Trustees to the Dokis First Nation to permit it to carry out activities approved by the Trustees in accordance with the Comprehensive Plan, provided that the payment is made in accordance with this Trust Deed; or
- (e) any inability of the Trust to meet the requirements of the Comprehensive Plan, or section 3.2, section 4.1, section 4.4, section 4.2, section 4.5, and section **Error! Reference source not found.** and section 4.9.

The conduct of the Trustees must meet the duties and standards of care that apply to trustees generally. This includes such things as the duty to act honestly, in good faith and in the best interests of the Beneficiaries, to follow the terms of the Trust, and to use their own independent judgment.

So long as the Trustees are follow these rules, they will not be responsible for any decreases in the value of the investments, any losses as a result of someone they hire to do tasks or give advice, any claim against the Trustees related to a payment to Dokis First Nation.

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<p><b>18.5 Litigation Indemnity</b></p> <p>The Trustees shall pay out of the Trust Property forthwith as they become due for payment and indemnify and hold any Trustee harmless from and against any and all reasonable and necessary costs and fees, including, without limitation, lawyer's fees on a full solicitor and own client basis incurred by the Trustees, or any one or more of them, in connection with the prosecution, defence, compromise or settlement of any claim, demand, lawsuit or other proceeding brought by or against the Trustees, or the Trust or any one or more of the Trustees in connection with the Trust, or an application to a Court by any one or more of the Trustees for relief from personal liability. If it is finally adjudged in any such action, suit or proceeding that a Trustee breached the standard of care in section <b>Error! Reference source not found.</b> applicable to such Trustee, acted in bad faith or was guilty of willful misconduct in the performance of his or her or its duties under the Trust and the Court has declined to relieve the Trustee or Trustees from personal liability, that Trustee will repay to the Trust an amount equal to all amounts paid by the Trustees under this section. Notwithstanding any provision to the contrary contained herein, there shall be no indemnity for costs incurred by</p> <ul style="list-style-type: none"> <li>(a) an Uncooperative Trustee for any reason; or</li> <li>(b) the Administrative Trustee in any matter in respect of which the Community Trustees and the Administrative Trustee are adverse in interest.</li> </ul>	<p>If someone brings a claim against the Trustees related to their administration of the Trust, the Trust will pay their legal fees to defend the claim.</p> <p>But, if a Trustee is found to have acted in bad faith or was guilty of wilful misconduct (i.e. a court has made this legal finding), the Trustee has to reimburse the Trust for the legal fees the Trust paid on the Trustee's behalf.</p> <p>The Trust will not pay the legal fees for either an Uncooperative Trustee or for an Administrative Trustee if the Administrative Trustee is in a conflict with the Community Trustees.</p>
<p><b>18.6 Approval of Accounts and Discharge of Trustees</b></p> <p>The continuing and successor Trustees are empowered to approve of the accounts of a Trustee who ceases to act and if such approval is given it will constitute a full and sufficient discharge to such Trustee who has ceased to act, and the Trustee will not be required to pass any accounts before the Court.</p>	<p>Ordinarily a retiring trustee must be released from their role as a trustee by a Court.</p> <p>This clause says that a retiring Trustee can be released from the position of Trustee by the remaining Trustees.</p>

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<p><b>18.7 Discharge of Trustees upon Payment</b></p> <p>A receipt given by a person purporting to be the authorized officer of the recipient Entity in respect of any payment or application of the Trust Property made by the Trustees in accordance with the provisions of this Trust Deed to or for the benefit of a Beneficiary will constitute a full and sufficient discharge to the Trustees who will not be required to see to the application of such payment or application.</p>	<p>If the Trustees add a not-for-profit corporation as a Beneficiary to the Trust, they can make a distribution to the person working for the not-for profit who says they are authorized to receive it.</p>
<p><b>19. COMPENSATION AND REIMBURSEMENT OF TRUSTEES AND LIAISONS</b></p>	
<p><b>19.1 Reimbursement of Trustees, Council Liaison, Knowledge Keeper Liaison and Youth Liaison</b></p> <p>The Trustees, the Knowledge Keeper Liaison and the Youth Liaison are entitled to be reimbursed from the Trust Property for all reasonable expenses properly incurred by them in the performance of their duties as Trustees, Knowledge Keeper Liaison and Youth Liaison, as the case may be. The Trustees, the Knowledge Keeper Liaison and the Youth Liaison must provide proper receipts and invoices for all expenses for which they request reimbursement.</p>	<p>The Trustees, Council, Knowledge Keeper and Youth Liaisons may submit receipts to the Trust for reimbursement for out of pocket expenses they have to pay as they fulfill their roles.</p> <p>The Comprehensive Plan may set out details on the process for making such claims.</p>

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<p><b>19.2 Trustee Compensation</b></p> <ul style="list-style-type: none"> <li>(a) The Community Trustees will be entitled to charge and be paid from the Trust Property an honorarium for the time to attend meetings for the administration of the Trust, based on meeting length, as provided in the Comprehensive Plan.</li> <li>(b) The honorarium for the Community Trustees will be reviewed from time to time by the Trustees and Council and adjusted as deemed appropriate by Council Resolution.</li> <li>(c) The Administrative Trustee will be entitled to charge and be paid compensation from the Trust Property as agreed to with Council and the Community Trustees from time to time.</li> <li>(d) The First Administrative Trustee will be entitled to charge and be paid compensation from the Trust Property as provided in section <b>Error! Reference source not found..</b></li> </ul>	<p>The Comprehensive Plan will set out the calculation of payment to the Community Trustees for their work.</p> <p>The Administrative Trustee may claim compensation as set out the fee agreement and/or the terms of the Trust.</p> <p>Council and the Trustees will periodically review the amount of compensation payable to the Community Trustees and the Administrative Trustee.</p>
<p><b>19.3 Council Liaison, Knowledge Keeper Liaison and Youth Liaison Compensation</b></p> <ul style="list-style-type: none"> <li>(a) The Council Liaison, Knowledge Keeper Liaison and the Youth Liaison will be entitled to charge and be paid from the Trust Property an honorarium for the time to attend meetings for the administration of the Trust, based on meeting length, as provided in the Comprehensive Plan.</li> <li>(b) The honorarium for the Council Liaison, Knowledge Keeper Liaison and the Youth Liaison will be reviewed from time to time by the Trustees and Council and adjusted as deemed appropriate by Council Resolution.</li> </ul>	<p>The Comprehensive Plan will set out the calculation of payment to the Council Liaison, Knowledge Keeper Liaison and Youth Liaison Compensation for their work.</p> <p>The amount of compensation payable to the Liaisons will be reviewed by the Trustees and Council from time to time.</p>



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<b>20. AUDIT AND TRUST RECORDS</b>	
<p><b>20.1 Office</b></p> <p>The office of the Trust will be located at a location as the Trustees may determine by Trustees' Resolution, after consultation with the Council.</p>	<p>The Trustees will decide where the offices of the Trust will be located, after consulting with Council. Currently, it is intended that the Trust office will be in the Dokis First Nation offices.</p>
<p><b>20.2 Records to be Kept</b></p> <p>The Trustees will keep or cause to be kept accurate and detailed accounts of all investments, receipts, disbursements and other transactions of the Trust which records will be open to inspection and audit at all reasonable times by Council.</p>	<p>As part of their fiduciary duties, Trustees must keep records of accounts. This includes an account of investments, receipts, payments of expenses, and a record of distributions from the Trust. Council may review these records at any time.</p>
<p><b>20.3 Annual Audited Financial Statements</b></p> <p>The Trustees will have the accounts of the Trust for each year prepared and audited by an independent qualified Chartered Professional Accountant appointed by the Trustees with notice to Council. The Chartered Professional Accountant will prepare and submit financial statements prepared in accordance with an appropriate accounting framework developed and maintained by the Chartered Professional Accountants of Canada or any subsequent organization.</p>	<p>The Trustees will appoint an accountant each year that is independent to prepare the audited financial statements. The accountant must be independent and be a qualified Chartered Professional Accountant.</p>

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<p><b>20.4 Financial Statements</b></p> <p>The audited financial statements of the Trust will be available for post audit inspection by Members at such times as the Trustees may, acting reasonably, determine.</p>	<p>Once the audited financial statements are finished, the Members may review them at a time set by the Trustees.</p>

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<p><b>20.5 Maintenance of Records</b></p> <p>The Trustees will maintain a minute book for the Trust, which will include the following:</p> <ul style="list-style-type: none"> <li>(a) constituting documents: <ul style="list-style-type: none"> <li>(i) an original executed copy of this Trust Deed;</li> <li>(ii) an original executed copy of all amendments to this Trust Deed; and</li> <li>(iii) an original executed copy of any restatement of this Trust Deed;</li> </ul> </li> <li>(b) settlement records: <ul style="list-style-type: none"> <li>(i) a copy of the receipt for the Settlement Monies; and</li> <li>(ii) a copy of the cheque for the compensation from Canada;</li> </ul> </li> <li>(c) Trustees' records: <ul style="list-style-type: none"> <li>(i) an original executed or notarially certified true copy of all Consents to Act as Trustee;</li> </ul> </li> <li>(d) the Minutes of all meetings or resolutions of the Trustees;</li> <li>(e) contractual obligations: <ul style="list-style-type: none"> <li>(i) a copy of all written agreements entered into by the Trustees;</li> </ul> </li> <li>(f) financial records: <ul style="list-style-type: none"> <li>(i) a copy of the audited financial statements of the Trust.</li> </ul> </li> </ul>	<p>The Trustees are required to maintain a “minute book” which provides a written record of:</p> <ul style="list-style-type: none"> <li>• The documents that create the Trust – namely, the Trust Agreement, any amendments to the Trust Agreement, and any restatement of the Trust Agreement;</li> <li>• The money initially deposited into the Trust – meaning, the cheque showing the total land settlement amount issued to Dokis First Nation, and a receipt from the Trustees showing the amount actually deposited into the Trust;</li> <li>• Consents signed by Trustees where they agree to act as a Trustee;</li> <li>• Meeting minutes prepared by the Administrative Trustee and any Trustee Resolutions signed by the Trustees;</li> <li>• Any contracts entered into by the Trustees; and</li> <li>• Financial records of the Trust, meaning copies of the audited financial statements of the Trust.</li> </ul>

Trust Provision	Plain Language and Explanation
<p><b>20.6 Location Of, and Responsibility For, Records</b></p> <p>The records required to be kept under this Article will be kept at the office or such other location as the Trustees may decide from time to time.</p>	<p>The Trust's and Trustees' records will be kept where the Trustees decide they should be kept. At the time the Trust is settled, the records will be kept at the Dokis First Nation offices.</p>
<p><b>21. VARIATION</b></p>	
<p><b>21.1 Variation by Trustees</b></p> <p>The Trustees may make variations to this Trust Deed of a clerical nature or to correct typographical mistakes, ambiguities or manifest omissions or errors, which amendments, in the opinion of the Trustees, are necessary or desirable, and which not prejudicial to the Beneficiaries.</p>	<p>The Trust may be amended in certain circumstances.</p> <p>If the Trustees and Council agree, they can correct minor errors and improve the operational efficiency of the Trust, including</p>
<p><b>21.2 Variation by Trustees and Council</b></p> <p>The Trustees and Council may, by Complementary Resolutions, make variations to this Trust Deed to correct errors of a minor or clerical nature, and to improve operational efficiency, including and not limited to the following:</p>	<p>Changes to correct errors such as typos or incorrect numbering can be made by Complimentary Resolutions, and including for the follow reasons:</p>
<p>(a) amendments to change the name of the Trust;</p>	<p>Changing the name of the trust</p>
<p>(b) amendments aimed at ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over the Trustees or over the Trust;</p>	<p>Changes to adjust for changes in laws and government policies</p>

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(c) amendments to remove any conflicts or inconsistencies in the Trust or to make corrections which are, in the opinion of the Trustees and Council, necessary or desirable and not prejudicial to the Beneficiaries;	To adjust for inconsistencies, so long as the interests of the Beneficiaries are not harmed
(d) amendments which, in the opinion of the Trustees and Council, are necessary or desirable as a result of changes in taxation or other laws; and	To adjust for changes in tax laws
(e) amendments for any purpose which, in the opinion of the Trustees and Council appear to be for the benefit of and are not prejudicial to the Beneficiaries and are necessary or desirable.	To make changes for the benefit of the Beneficiaries.

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<p><b>21.3 Variation with Members' Consent</b></p> <p>Subject to section <b>Error! Reference source not found.</b>, the Trustees and Council may, by Complementary Resolutions, vary the provisions of this Trust Deed provided that the variations are approved by Council Resolution and by at least a majority of Members so voting and the persons so voting constitute at least 50% of the Members eligible to vote.</p>	<p>Any significant changes to the Trust will require agreement by the Trustees and Council, and the approval of at least a majority of Members (with at least 50% of the Members voting, and a majority of those voters approving the change)</p>
<p><b>21.4 Variations Evidenced in Writing</b></p> <p>Any variation shall be made in writing, dated as of the date of the Trustees Resolution, and attached as a Schedule to this Trust Deed.</p>	<p>Any amendment to the Trust must be in writing and attached to the Trust Agreement.</p>
<p><b>21.5 Variation affecting Administrative Trustee</b></p> <p>No Variation shall affect any of the rights or obligations of the Administrative Trustee without its written consent.</p>	<p>The Trustees must get the Administrative Trustee's written consent to any changes to the Trust which could affect the rights or obligations of the Administrative Trustee.</p>
<p><b>21.6 Restrictions on Variations</b></p> <p>Notwithstanding any other provision of this Trust Deed, no amendment or variation can:</p>	
<p>(a) increase the amount of, or the frequency of payment of, Per Capita Distributions;</p>	<p>No change can be made that would increase or decrease the amount or frequency of the PCD.</p>
<p>(b) amend any section in any manner that would have the effect of reducing the ages at which Deferred Per Capita Distributions are payable or accelerating the amount or frequency of payments provided that no such amendment</p>	<p>"Minors" are defined as people under the age of 21 for the Trust. No amendment can reduce that age</p>

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can have the effect of revoking or reducing the amount of Deferred Per Capita Distributions calculated up to the date of the amendment;	
(c) be inconsistent with the goal of having the Trust Property used for the long-term benefit of the Dokis First Nation, Anishinaabe law, and the Anishinaabe Way including the Seven Grandfathers teachings;	No change can be made that would be inconsistent with the goal of having the Trust Property used for the long-term benefit of the Dokis First Nation;
(d) amend or revoke this Section <b>Error! Reference source not found.</b> ; or	This section of the Trust cannot be changed to allow for more significant variations to the Trust.
(e) amend or revoke or add any definitions or other sections which would substantially change the effect of this this Section <b>Error! Reference source not found.</b>	The definitions within the Trust cannot be changed if doing so would significantly change the power to vary the terms of the Trust.

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<b>22. GENERAL</b>	
<b>22.1 Applicable Law</b> This Trust Deed will be interpreted in accordance with Ontario law and applicable Canadian law. The Superior Court of Ontario will have exclusive jurisdiction in all matters respecting this Trust Deed.	Any questions about the interpretation of the Trust Deed will be governed by the laws of Ontario and to the extent applicable, the laws of Canada.
<b>22.2 Trustee Residency</b> A majority of Trustees always must be resident in Ontario.	This is a requirement to ensure compliance with certain tax laws.
<b>22.3 Authority</b> Where any action by Council is required or provided for hereunder, the Trustees may rely, for the purposes of determining whether the action has been taken, upon a Council Resolution expressed to have been passed at a meeting of Council and held in accordance with its procedures.	The Trustees can rely on Council Resolutions regarding whether Council has completed certain tasks or has taken certain action.
<b>22.4 Severability</b> If any provision or part of this Trust Deed is invalid or unenforceable for any reason, this will not affect the validity or enforceability of any other provision or part. Each and every provision and part of this Trust Deed is severable from each and every other provision or part and will be valid and enforceable and will be given effect to the extent permitted by law.	If for whatever reason a clause in the Trust Agreement is invalid, the remainder of the Trust Agreement remains valid and the invalid clause can be considered severed from the document.



Trust Provision	Plain Language and Explanation
<p><b>22.5 Notices</b></p> <p>Unless otherwise provided, a Communication required or permitted to be given or made under this Trust Deed may be given or made in one or more of the following ways:</p> <ul style="list-style-type: none"> <li>(a) delivered personally or by courier;</li> <li>(b) transmitted by facsimile transmission;</li> <li>(c) sent by Canada Post mail; or</li> <li>(d) sent by e-mail.</li> </ul>	<p>This provision allows the Trustees to formally communicate on behalf of the Trust in the different ways listed.</p>
<p><b>22.6 Delivery and Receipt</b></p> <p>A Communication will be considered to have been delivered and received:</p> <ul style="list-style-type: none"> <li>(a) if delivered personally or by courier, on the commencement of business on the business day next following the business day on which it was received by the addressee or a responsible representative of the addressee;</li> <li>(b) if sent by facsimile transmission or e-mail and if the sender receives confirmation of the transmission, then at the start of business on the business day next following the business day on which it was transmitted; or</li> <li>(c) if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee.</li> </ul>	<p>This provision sets out details on when precisely a Communication relevant to the Trust will be considered delivered and received. This can impact the determination of whether proper notice was given for certain decisions.</p>

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<p><b>22.7 Addresses for Notice</b></p> <p>A Communication must be delivered, transmitted to the facsimile number or mailed to the address of the intended recipient set out below:</p> <p>For: Dokis First Nation</p> <p>Address 940-A Main Street, Dokis, ON P0M 2N1  Attention: Chief and Council  Fax Number: (705)-763-2087</p> <p>For: First Administrative Trustee – THE CANADA TRUST COMPANY</p> <p>Address: 380 Wellington Street West, 17<sup>th</sup> Floor, London, ON N6A 5B5  Attention: Regional Manager, Indigenous Trust Services, TD Private Wealth  Fax Number: (519) 663-2525</p> <p>For: Community Trustees</p> <p>Address: 940-A Main Street, Dokis, ON P0M 2N1  Attention: The Trustees of the Dokis First Nation Seven Generations Trust  Fax Number: (705)-763-2087</p>	<p>If a Communication or official notice needs to be given to Dokis First Nation, the Administrative Trustee, or the Community Trustees, it can be delivered to the addresses noted.</p>
<p><b>22.8 Change of Address</b></p> <p>A Party may change the Party's postal address, facsimile number, or e-mail address, by giving a notice to the other Parties in the manner set out above.</p>	<p>Notice of a change of mailing address, fax number, or e-mail can be given by sending notification of the change to the other Parties in the manner set out above.</p>

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<p><b>22.9 Countersigning</b></p> <p>This Trust Deed may be delivered by facsimile and may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same Trust Deed.</p>	<p>The Trust Agreement may be signed in different locations and delivered by fax, if need be. The signed documents are then all put together as one complete document.</p>
<p><b>22.10 Survival</b></p> <p>The rights and obligations under Section <b>Error! Reference source not found.</b> survive the termination of this Trust Deed.</p>	<p>Certain provisions of the Trust relating to the liability of the Trustees and the protections of the Trustees from liability continue beyond the termination of the Trust.</p>