



## DOKIS FIRST NATION SEVEN GENERATIONS TRUST SUMMARY OF MAIN PROVISIONS

Item	Recommendation/Discussion	Comments
<b>VISION OF THE TRUST</b>		
<b>Origins of the Settlement Monies</b>	The Settlement Monies arise from the Robinson Huron Treaty Annuities Claim Settlement Agreement between Canada and Ontario, and the 21 First Nations.	
<b>Purpose of Settlement Monies</b>	<p>The Settlement Monies are for the collective, to be used empower Members, and to fund the journey of the Dokis First Nation (“<b>Dokis</b>”) towards economic prosperity, independence, and self-government.</p> <p>Dokis follows Anishinaabe law, which includes the guiding principles of the Seven Grandfather Teachings of Love, Respect, Bravery, Truth, Honesty, Humility, and Wisdom.</p>	
<b>Dokis Mission</b>	<p>To provide training and education opportunities for members to meet employment opportunities; to encourage youth recruitment in leadership, to provide skill development and internship and apprenticeship opportunities, and continue to promote accountability and transparency.</p> <p>To advocate for the advancement of our members in all aspects of our Anishinaabe culture, education, business, community and personal development.</p>	
<b>Dokis Vision</b>	<p>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>To be accountable to our members through transparency, accessibility and accountability and open dialogue.</p> <p>To capitalize on opportunities for employment opportunities for our members while preserving a healthy sustainable community.</p>	
<b>Statement of Purpose</b>	The purpose of the Trust is to hold and invest the Settlement Funds for the long-term benefit of Dokis, as a collective. The trust monies will play an instrumental role in self-determination, self-governance, and community empowerment; as well as fulfilling the promises of our	



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	ancestors to the Creator to look after our land, our people, our law and our spirituality.	
<b>SECTION 1 – INTERPRETATION/DEFINITIONS to include:</b>		
<b>Accumulations</b>	The amount added to the PCD for Minors and for Mentally Incapable persons each year, which is the greater of the actual income earned in the year and inflation for the year.	
<b>Administrative Trustee</b>	TD, as First Administrative Trustee, and any successor Administrative Trustee.	
<b>Annual Comprehensive Budget</b>	The budget developed by Council and the Trustees dealing with distributions of Trust income, and including the annual operational budget and anticipated distributions for the Purposes of the Trust.	
<b>Anishinaabe Way</b>	A way of life grounded in Anishinaabe worldview, teachings, and natural law, which 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. It emphasizes respectful relationships, interconnection, and responsibilities to future generations, and is guided by the Seven Grandfather Teachings. Living the Anishinaabe Way means striving for Mino Bimaadiziwin.	
<b>Approved Expense</b>	Expenses (in writing) that <ul style="list-style-type: none"> <li>i) the Trustees have determined reasonable;</li> <li>ii) is in the annual budget;</li> <li>iii) is an obligation under a contract the Trustees have entered into;</li> <li>iv) provided that</li> <li>v) up to \$100,000 approved by the Trustees;</li> <li>vi) 100,001 and \$999,999 approved by the Trustees and Council;</li> <li>and</li> <li>vii) \$1M and over approved by the Trustees, Council and the members.</li> </ul>	
<b>Authorized Investments</b>	The investments of the Trust purchased in accordance with the Investment Policy Statement.	
<b>Beneficiaries</b>	<ul style="list-style-type: none"> <li>i) Dokis;</li> <li>ii) the Members of Dokis;</li> <li>iii) corporation, society, or trust as approved by Trustees.</li> </ul>	
<b>Community Trustees</b>	Members who are 18 or older, who are appointed or elected to serve as Trustees, and for certainty, includes the Off-Reserve Community Trustees, and the On-Reserve Community Trustees.	



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<b>Comprehensive Plan</b>	Flexible companion document to the Trust that provides guidance to the Trustees and policies to assist with administration of the Trust, and contains: <ul style="list-style-type: none"> <li>i) statement of priorities;</li> <li>ii) allocation of resources, including between on- and off- reserve members;</li> <li>iii) policy for growth and preservation;</li> <li>iv) policy regarding income distributions;</li> <li>v) annual review by the Members and Council;</li> <li>vi) protocol for consultation with Council regarding administration of the Trust;</li> <li>vii) protocol for nomination and election/appointment of Trustees;</li> <li>viii) rules for investment of PCD of Minors and Mentally Incapable.</li> </ul>	
<b>Council Liaison</b>	A Member who is appointed by Council to liaise between Council and the Trustees.	
<b>Deferred Per Capita Distribution</b>	A PCD being held and invested by the Trustees for the benefit of a Member who is a Minor or who is Mentally Incapable, and in such case where a Minor has applied for status or has someone apply for status on their behalf within the prescribed time period and who qualified at for status on the eligibility date and who ultimately becomes a Member within the prescribed time period.	
<b>Deferred Per Capita Distribution Date</b>	The date a Member attains the age of 21 years, and <ul style="list-style-type: none"> <li>i) is not Mentally Incapable;</li> <li>ii) is Mentally Incapable and a Guardian has been appointed for the Member;</li> <li>iii) was Mentally Incapable but has regained capacity; or</li> <li>iv) was a Minor or Mentally Incapable but unregistered on the PCD Eligibility Date, and within the eligibility time period applied for (or had someone else apply for them) and achieved status within the limitation period to do so.</li> </ul>	
<b>Delayed Per Capita Distribution</b>	The PCD being held for adult Members who have qualified for the PCD but have not yet come forward to collect it.	
<b>Delayed Per Capita Distribution Date</b>	The date the PCD for an adult Member is paid out to them.	
<b>Economic Development Guidelines</b>	Guidelines set out by Council and Community Trustees that establish: <ul style="list-style-type: none"> <li>i) application requirements for funding for Economic Development Initiatives;</li> </ul>	



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	<ul style="list-style-type: none"> <li>ii) criteria for assessing those applications;</li> <li>iii) any other factors considered relevant by the Community Trustees.</li> </ul>	
<b>Economic Development Initiative</b>	A Dokis business venture that meets the Economic Development Guidelines developed by the Community Trustees.	
<b>Electronic Vote</b>	Process to enable members to vote electronically.	
<b>First Administrative Trustee</b>	The Canada Trust Company (TD).	
<b>General Meeting</b>	A general meeting will be called and will include a notice period and quorum for the meeting, and threshold to be met for a motion at the meeting to be approved or carried. Once the Trust is settled, a General Meeting is to be called by Council with at least 14 days' notice, and attended by a quorum consisting of not less than 50%+1 of the voting age Members in attendance.	
<b>Guardian</b>	A person who is appointed as a guardian for a Mentally Incapable person by statute, court order, or by the Minister under the Indian Act.	
<b>Infrastructure</b>	Construction, renovation, repair, maintenance and operation of public buildings, capital works, roads, services or systems for the benefit of Dokis both on-reserve and off-reserve.	
<b>Investment Policy Statement</b>	Sets out the investment goals and risk tolerance.	
<b>Knowledge Keeper Liaison</b>	A Member appointed by Council who is engaged in the community and has life experience, knowledge of the community history and community needs, and who practices the Good Life.	
<b>Legal Personal Representative</b>	A duly appointed executor, administrator, estate trustee, guardian, tutor, trustee, receiver or liquidator, or the curator or guardian of property for a person who is Mentally Incapable; and includes person appointed by the Minister in accordance with the Indian Act.	
<b>Member or Members</b>	A person who is a member of Dokis as defined in the <i>Indian Act</i> or as per the Dokis Members List should Dokis control their membership list.	
<b>Memorandum of Wishes</b>	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.	
<b>Mentally Incapable</b>	A situation where a person is declared mentally incapable of managing their affairs.	
<b>Minor</b>	A person under age 21.	



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<b>Natural or Other Disaster</b>	Includes weather events, epidemics or pandemics, man-made disasters and severe emergency situations.	
<b>Off-Reserve Community Trustee</b>	A Community Trustee who lives off the reserve.	
<b>On-Reserve Community Trustee</b>	A Community Trustee who lives on the reserve.	
<b>Ordinarily Resident</b>	The place the person resides.	
<b>Per Capita Distribution</b>	One-time payment of \$100K to each Member from the Settlement Monies.	
<b>Per Capita Distribution Eligibility Date</b>	September 9, 2023.	
<b>Per Capita Distribution Qualifying Member</b>	<p>Person who was alive on the PCD Eligibility Date and who has not already received a PCD and who meets these criteria:</p> <ul style="list-style-type: none"> <li>i) an individual, who, on the PCD Eligibility Date, was not Mentally Incapable and was (A) not a Minor; and (B) on the Indian Register, and (C) a Member; or</li> <li>ii) an individual who, on or before the PCD Eligibility Date, was not Mentally Incapable and (A) was not a Minor, (B) had applied for status; and (C) was entitled to be on the Members List as of the PCD Eligibility Date, and who is ultimately approved for status and is added to the Members List on or before September 9, 2033; or</li> <li>iii) an individual, who on the PCD Eligibility Date, was a Minor and who was (A) on the Indian Register, and (B) a Member; or</li> <li>iv) an individual, who on the PCD Eligibility Date, was a Minor and who, <ul style="list-style-type: none"> <li>(A) on or before the individual turns 18 years old, has had another individual apply for status on their behalf, or</li> <li>(B) on or before the individual turns 20 years old, has themselves applied for status, and</li> <li>(C) who was entitled to be on the Members List as of the PCD Eligibility Date,</li> </ul> </li> </ul> <p>and who is ultimately approved for status and is added to the Members List on or before the individual turns 30 years old; or</p>	



Item	Recommendation/Discussion	Comments	
	<p>v) an individual who was a Mentally Incapable person on or after the PCD Eligibility Date and who on the PCD Eligibility Date was</p> <p>(A) on the Indian Register, and</p> <p>(B) a Member, or</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 who, within 2 years of being appointed, applied to ISC for status for the Mentally Incapable person, or</p> <p>(B) prior to September 9, 2033, had themselves applied, or on whose behalf someone other than a legal guardian had applied, to ISC for the Mentally Incapable person, and who was entitled to be on the Members List on the PCD Eligibility Date in accordance with the law at the time, and who is approved for status and is added to the Members List on or before the date that is 10 years from the date the application was made.</p>		
Perpetuity Date	21 years after death of the last living member of Dokis who was alive on the date the trust was settled and on the Members List.		
Purposes	There are various priorities and goals for the use of the Trust fund. Those purposes that are capitalized in the list below are defined terms within the Trust:		
	Economic Development Initiatives	Infrastructure, acquisition, improvement of land	Natural or Other Disaster
	Housing	health and wellness	recreation
	facilities and benefits for Seniors	education	public services
	funding business and employment opportunities	police, fire and emergency services	protection of Treaty and Aboriginal rights
	culture and language	environmental protection initiatives	capacity to consult with industry
	further legal claims	social programs	holiday grants



Item	Recommendation/Discussion			Comments
	self-governance and independence	death benefit	Any other purpose for the long-term benefit of Dokis	
Senior	As defined in the Comprehensive Plan.			
Status	An individual whose name appears on the Indian Register as defined in the <i>Indian Act</i> .			
Termination Date	The earliest of the following dates: i) the Perpetuity Date; and ii) such earlier date as the Trustees may decide to wind up the Trust taking into consideration the Memorandum of Wishes.			
Trustees	Together, the Community Trustees and the Administrative Trustee.			
Trustees' Resolution	A resolution of the Community Trustees passed by a majority of the Community Trustees, and in the event of a tie vote, a resolution pursuant to which the Knowledge Keeper Liaison, or the Council Liaison or the Administrative Trustee, in that order, has cast the tie-breaking vote.			
Trust Property	The remainder of the RHT settlement monies after the payment of the PCD, and any other property added to the Trust.			
Trust Settlement Property	A 2014 \$20 Fine Silver Coin Legend of Nanaboozhoo settled by the Settlor on the Trustees.			
Uncooperative Trustee	A Community Trustee who has acted incompetently, or is unable to act cooperatively with the other Trustees and whose conduct hampers the efficient administration of the Trust.			
Youth Liaison	A Member between the ages of 18-30 years who is appointed by Council in accordance with the process and criteria as set out in the Comprehensive Plan.			
SECTION 2 – CREATION OF THE TRUST				
Trust Name	Dokis First Nation Seven Generations Trust.			
Trust Ratification by the Members	The Trust Deed is to be ratified by a vote of the Members.			
Additions to the Trust Property	The Trustees may at accept additional property to hold in the Trust.			
Trust Irrevocable	The Trust is irrevocable.			



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<b>Distribution Upon the Termination Date</b>	On the date Trust is terminated, the Trustees shall transfer the whole of the Trust Property to Dokis First Nation, along with a Memorandum of Wishes regarding the use of the Trust Property.	
<b>SECTION 3 – PURPOSES OF THE TRUST</b>		
<b>Maintain Purchasing Power of the Trust</b>	Trustees will attempt to maintain the purchasing power of the Trust over the long term, considering population growth and inflation.	
<b>SECTION 4 – DISTRIBUTIONS OF INCOME AND CAPITAL</b>		
<b>Mandatory Payments of Trust Income</b>	Approved Expenses and taxes (if any) are paid out of Trust income.	
<b>Discretionary Distributions of Trust Income</b>	Once the Approved Expenses have been paid, the Trustees may use the Remaining Income to fund the Purposes of the Trust (whether by distributing it to the First Nation, to another Entity, or to one or more Members directly) or to accumulate the income in the Trust.	
<b>Default Distributions of Trust Income</b>	If the Trustees do not pay out all the income or take steps to accumulate it, then by default, any Remaining Income is automatically pushed out to Dokis to avoiding the income being taxed in the Trust at the highest marginal rate.	
<b>Mandatory Distributions of Trust Capital</b>	If the income is not sufficient to pay the Approved Expenses, the Trustees may use capital.	
<b>Discretionary Distributions of Trust Capital</b>	The Trustees may use capital for the following: To distribute to: a) Dokis; and/or b) a charitable or non-for-profit Entity; provided that the capital shall only be used: c) to provide relief from Natural or Other Disaster; d) to fund Infrastructure, Economic Development Initiatives and the acquisition of land, in the way of loans or leveraging in amounts: i) up to \$5,000,000 by Trustees in their discretion; ii) \$5,000,001 and over with approval of the Members; e) to top up the Minor's Trust; and f) to fund Seniors' pension.	
<b>Discretionary Distributions of Trust Capital and Tax Planning</b>	The Trustees may push out capital to trigger capital gains to prevent the taxable income and taxable capital gains from being earned in the Trust. If capital gains are unavoidably earned in the Trust, the Trustees may use capital to pay it.	





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<b>Limits on Loans and Leveraging</b>	No more than 20% of the value of Investible Assets can be loaned or leveraged at any one time.	
<b>Terms of Repayment of Loans and Terms of Leveraging</b>	The terms for loans and leveraging will be in writing and subject to any limits in the Comprehensive Plan.	
<b>Contribution to Funding PCD for 1% Annuitants</b>	Trustees may pay income or capital to the RHTLF Trust 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.	
<b>Recipient of Payments</b>	Once a payment is made to Dokis, the Trustees are released from any obligation to ensure its intended use.	
<b>Initial Use of Trust Property</b>	The Trust will reimburse to Dokis for professional fees and other expenses paid by Dokis to establish the Trust.	
<b>Distribution and Investment If No Comprehensive Plan</b>	Until the Comprehensive Plan (including an Investment Policy Statement) is approved, the Trustees may only use the Trust Property for: <ul style="list-style-type: none"> <li>i) PCDs;</li> <li>ii) reimbursement for expenses to establish the Trust</li> <li>iii) and payment of Trust Expenses; and</li> <li>iv) mandatory distributions of income.</li> <li>v) And until an Investment Policy Statement is approved, investments are limited to low-risk, conservative and short-term investments.</li> </ul>	
<b>SECTION 5 – PER CAPITA DISTRIBUTIONS</b>		
<b>Vesting of Deferred Per Capita Distributions</b>	No PCD or Accumulations vest in a Minor or Mentally Incapable person until the amount is actually paid.	
<b>Trustees to Hold and Invest Deferred PCDs (for Minors and Mentally Incapable Persons)</b>	The Trustees are to invest the PCD for Minors and Mentally Incapable persons.	
<b>Administration of Deferred PCD (for Minors and Mentally Incapable Persons)</b>	The Trustees will invest the PCD for Minors and Mentally Incapable persons pursuant to a conservative Investment Policy Statement, and the PCDs will earn interest and have inflation protection.	
<b>Payment on the Deferred PCD Date</b>	A Minor's PCD is paid to them upon attaining the age of 21 years (or to their Guardian if they are mentally incapable).	
<b>Payment on the Delayed PCD Date (Adults' PCD)</b>	Any adult who qualified for a PCD and has not come forward to collect it may apply to the Trust to have it paid from there.	
<b>Payment to Representative of Mentally Incapable Member</b>	If a Member is Mentally Incapable, their PCD plus any Accumulations may only be made to their legally-appointed Guardian, and payment of	



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	any income for their benefit maybe paid to their parent, custodian, attorney for property, Guardian or Legal Personal Representative.	
<b>Death of a Member</b>	If a Member dies before receiving their PCD, i) if the Member is a Minor, the PCD plus Accumulations, or ii) if the Member is an adult, the PCD, iii) will be paid to the Legal Personal Representative of their estate.	
<b>Not a Segregated Fund or Subtrust</b>	Although we refer to the “Minors’ Trust”, there is not actually a separate trust for Minors (those under age 21). Rather, these funds are set aside in a separate account and invested separately, and when a Minor turns 21, their PCD and Accumulations is calculated and that amount is distributed to them. This is to avoid the Minor from having to declare the income earned on their PCD and pay tax on it each year.	
<b>SECTION 6 – PAYMENT OF APPROVED EXPENSES</b>		
<b>Payment of Approved Expenses</b>	The Trustees may pay Approved Expenses by way of any process created by them.	
<b>SECTION 7 – COMPREHENSIVE PLAN</b>		
<b>Development of the Comprehensive Plan</b>	The Comprehensive Plan (the “CP”) will guide the investment, management, distribution and use of the Trust Property. It will be prepared by the Community Trustees in consultation with the Members, the Administrative Trustee and Council, and be approved by the Trustees, Council and the Members. It must be presented to the Members least every 5 years.	
<b>Comprehensive Plan Guidelines</b>	Comprehensive Plan Guidelines: i) CP development will take into account any existing or anticipated programs or services; ii) Trustees and Council will develop the statement of activities and/or budget for the upcoming year pursuant to the CP; iii) Trustees may have Dokis carry out some or all of the activities, provided there is accountability and reporting back to the Trustees.	
<b>Approval of and Amendments to the Comprehensive Plan</b>	The CP will be drafted and amended with input from the Members, and approved by Complementary Resolutions and by a vote of the Members.	
<b>Administrative Amendments to the Comprehensive Plan</b>	Trustees and Council can make administrative amendments to the CP such as corrections of typos.	
<b>Comprehensive Plan Review</b>	The CP should be reviewed no later than 5 years after it was adopted, and every 5 years thereafter.	
<b>SECTION 8 – DUTIES OF TRUSTEES</b>		



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<b>Duties of Trustees</b>	<p>Trustees have a duty of honesty, good faith and care and to follow the terms of the Trust. Each Trustee is appointed to exercise their own independent judgment and is not required to follow the direction of the Beneficiaries or the Council. Trustees are individually responsible for carrying out their duties. In making decisions, the Trustees must consider the long-term benefit of Dokis First Nation, the Anishinaabe Way and the Seven Grandfather Teachings.</p> <p>The Administrative Trustee has limited power and their standard of care shall be viewed in light of such limited authority.</p>	
<b>Specific Duties</b>	<p>Trustees have specific duties to:</p> <ul style="list-style-type: none"> <li>i) open a Trust Bank Account and establish banking procedures;</li> <li>ii) register title to Trust Property in Trustee names;</li> <li>iii) obtain proper advice re obligations and responsibilities;</li> <li>iv) consider investment advisor advice;</li> <li>v) collect all income, principal, dividends and other payments due to the Trust;</li> <li>vi) retain custody of all bank accounts and maintain books;</li> <li>vii) deliver to Council audited financial statements;</li> <li>viii) provide Council with meeting minutes and financial statements;</li> <li>ix) attend meetings;</li> <li>x) pay Trustee compensation as agreed by Council;</li> <li>xi) pay any Trust administrator;</li> <li>xii) file any tax returns;</li> <li>xiii) establish an office of the Trust and keep records there;</li> <li>xiv) monitor programs, services, projects, activities or purchases;</li> <li>xv) establish a long-term planning process;</li> <li>xvi) have an annual operational budget prepared for submission to Council;</li> <li>xvii) advise Council of concerns regarding insufficient funds for programs, services or initiatives for carrying out the Purposes of the Trust;</li> <li>xviii) make rules for governing the Trust; and</li> <li>xix) prepare the Investment Policy Statement for the Trust.</li> </ul>	
<b>Quorum – General Meeting</b>	If not in the CP, quorum for a General Meeting is not less than a majority (50% plus 1), of eligible voting Members in attendance and who vote.	
<b>SECTION 9 – POWERS OF TRUSTEES</b>		



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<b>General and Specific Powers</b>	<p>The Trustees will have general powers under the Trust Deed and under law, plus they</p> <ul style="list-style-type: none"> <li>i) may form a charity, corporation or trust and add it as a beneficiary;</li> <li>ii) vary the provisions of the Trust Deed to get the best tax treatment;</li> <li>iii) invest under the Investment Policy, and not limited to the applicable law for trustees, after considering certain prudent investor criteria;</li> <li>iv) may delegate investment decisions to Investment Managers;</li> <li>v) may retain any property in the state it was received;</li> <li>vi) acquire land;</li> <li>vii) commence or defend law suits;</li> <li>viii) enter into leases, contracts, mortgages, etc.;</li> <li>ix) retain professional advisors;</li> <li>x) make elections for tax and other purposes;</li> <li>xi) pay for safekeeping of title documents;</li> <li>xii) contract with the Administrative Trustee, or its affiliates; and</li> <li>xiii) enter into contracts.</li> </ul>	
<b>Settlor Guidance and Advice</b>	<p>The overall intentions related to the Trust include long-term objectives and allowing Council to play a meaningful role in assisting without controlling the Trustees.</p> <p>The Trustees have to balance competing demands for distribution from the Trust and it is intended that they work collaboratively with Council, but not to the point of taking direction from them.</p> <p>The Trustees are to take efforts to equalize the benefits conferred on the Beneficiaries throughout the lifetime of the Trust.</p> <p>The Trustees are to follow a process for decisions and be able to explain the decisions they make, and be guided by the Anishinaabe Way and the Seven Grandfather Teachings.</p>	
<b>SECTION 10 – INVESTMENTS</b>		
<b>Appointment of Investment Manager</b>	The Community Trustees and Council can appoint one or more Investment Managers, and if they cannot agree, then the Community Trustees decide.	



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<b>Termination of Appointment</b>	The Community Trustees and Council can fire an Investment Manager, and if they cannot agree, then the Community Trustees decide.	
<b>Request for Appointment</b>	If there is no Investment Manager in place, Community Trustees and Council can jointly appointment, failing which after 30 days, the Community Trustees may appoint an Investment Manager.	
<b>Arm's Length</b>	The Investment Manager shall deal at arm's length with Dokis.	
<b>Term of Investment Manager</b>	The Investment Manager may resign with 30 days' notice.	
<b>Investment Management Agreement</b>	The Investment Manager must abide by the Investment Policy Statement.	
<b>SECTION 11 – FIRST ADMINISTRATIVE TRUSTEE</b>		
<b>First Administrative Trustee</b>	The Canada Trust Company ("TD").	
<b>Compensation</b>	TD's compensation is in the Management Fee Agreement.	
<b>Resignation</b>	TD may resign by giving at least 60 days' notice unless the other Trustees and Council agree to a sooner date.	
<b>Removal</b>	TD may be removed on 60 days' notice (or sooner if all parties agree).	
<b>Appointment of Replacement</b>	If the Community Trustees and Council have not appointed a successor Administrative Trustee by TD's resignation/removal date, then the Community Trustees shall appoint one.	
<b>Duties</b>	TD's obligations include: <ul style="list-style-type: none"> <li>i) opening a bank account for deposit of the settlement funds;</li> <li>ii) arranging for payment of the funds payable under the Trust Deed;</li> <li>iii) establishing a program for the education of the Community Trustees and Council about the duties of Trustees and fiduciaries;</li> <li>iv) assisting the Community Trustees and Council to keep Members informed about the Trust;</li> <li>v) other trust-related services as agreed to.</li> </ul>	
<b>Record Keeping</b>	TD is responsible for the clerical, record keeping and reporting activities of the Trust.	
<b>Signing Cheques</b>	TD signs cheques on the Trust account and approves any other transfers or payments from the Trust.	



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<b>Role with respect to Investments</b>	TD has no responsibility for the investments, the selection of an Investment Manager or the terms of the Investment Policy Statement. TD has no authority over and may not try to influence the Investment Manager. They are restricted to monitoring the investments for compliance with the Investment Policy Statement, and must notify Council and the Community Trustees if they detect any non-compliance.	
<b>SECTION 12 – ADMINISTRATIVE TRUSTEE</b>		
<b>Administrative Trustee</b>	Any Administrative Trustee must be an experienced trust company or Financial Institution, deal at arm's length with Dokis, and carry professional liability insurance.	
<b>Appointment</b>	Any successor Administrative Trustee may be appointed by Council and the Community Trustees, or, if they are unable to agree, then by the Community Trustees.	
<b>Resignation</b>	The Administrative Trustee may resign by giving at least 60 days' notice unless the other Trustees and Council agree to a sooner date.	
<b>Removal</b>	The Administrative Trustee may be removed on 60 days' notice (or sooner if all parties agree).	
<b>Appointment of Replacement</b>	If the Community Trustees and Council have not appointed a successor Administrative Trustee by the resignation/removal date, then the Community Trustees shall do so.	
<b>Role with respect to Investments</b>	Same as First Administrative Trustee.	
<b>SECTION 13 – REAL PROPERTY VALUATION</b>		
<b>Real Estate Appraiser</b>	The Trustees may accept the opinion of value of a real estate appraiser in relation to any Trust Property.	
<b>Considerations for Appraisal</b>	A real estate appraiser may value any property situated on Reserve based on comparable properties, whether or not located on Reserve.	
<b>SECTION 14 – TRUSTEES' PROCEDURES</b>		
<b>Trustees' Meetings</b>	Trustees will meet as often as required and at least quarterly. The Administrative Trustee to give at least 14 days' notice of a meeting to the other Trustees.	
<b>Quorum and Chair</b>	Quorum for Trustees' meetings will require the Administrative Trustee and a majority of the total number of Community Trustees then in office. The Administrative Trustee will serve as Chair.	



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<b>Decision of Trustees</b>	<p>Matters requiring a decision of the Trustees will be determined by a majority vote of the Community Trustees at a meeting with quorum, provided that:</p> <ul style="list-style-type: none"> <li>i) the Trustees must consider any criteria based on the Anishinaabe Way in the Comprehensive Plan, and the Guiding Principles of the Trust Deed;</li> <li>ii) in any vote of the Community Trustees which is tied, the Knowledge Keeper Liaison break the tie, and if the Knowledge Keeper Liaison is unable or unwilling to vote, the Council Liaison shall break the tie, and failing that, the Administrative Trustee shall break the tie;</li> <li>iii) any decision regarding 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.</li> </ul>	
<b>Responsibility of Administrative Trustee</b>	<p>The Administrative Trustee does not have a vote when the Trustees are making a decision, other than the power to break a tie or to veto a decision with respect to the expenditure of Trust Property. In casting their vote, the Administrative Trustee must consider the criteria provided in the Comprehensive Plan.</p>	
<b>SECTION 15 – TRUSTEES</b>		
<b>Prohibitions</b>	<p>A Member cannot be a Trustee if they are:</p> <ul style="list-style-type: none"> <li>i) an undischarged bankrupt;</li> <li>ii) currently charged with or have ever been convicted of any indictable offence, or of a summary offence involving fraud, false pretenses, theft of property unless the person has been granted a pardon in respect of such charges or convictions; and</li> <li>iii) already acting as Council Liaison, Knowledge Keeper Liaison, or as a Youth Liaison.</li> </ul>	
<b>First Community Trustees</b>	<p>The appointment of the First Community Trustees will be ratified as part of the Trust Deed.</p>	
<b>Election of Community Trustees</b>	<p>There shall be 2 On-Reserve Trustees and 2 Off-Reserve Trustees.</p>	
<b>Term of Office of Community Trustees</b>	<p>The term of office of the First Community Trustees are:</p> <ul style="list-style-type: none"> <li>i) Randy Restoule, to serve a term of 3-years as an On-Reserve Community Trustee,</li> <li>ii) Michael St Pierre, to serve a term of 4-years as an On-Reserve Community Trustee;</li> </ul>	



Item	Recommendation/Discussion	Comments
	<ul style="list-style-type: none"> <li>iii) William Bray, to serve a term of 3-years as an Off-Reserve Community Trustee; and</li> <li>iv) Lynne Lariviere, to serve a term of 4-years as an Off-Reserve Community Trustee.</li> </ul>	
<b>Appointment of Replacement Community Trustees</b>	If the required number of Community Trustees are not elected or a vacancy occurs, the Community Trustees and Council may appoint any Member to fill the vacancy. The replacement Trustee's residence must mirror that of the Trustee whose departure created the vacancy.	
<b>Termination of Office of Community Trustee</b>	<p>A Community Trustee continues until he or she resigns in writing, or upon one of the following events:</p> <ul style="list-style-type: none"> <li>i) the Trustee dies;</li> <li>ii) if they are deemed to be an Uncooperative Trustee and are removed;</li> <li>iii) the Trustee resigns;</li> <li>iv) the Trustee goes bankrupt;</li> <li>v) there are charges outstanding against or a conviction has been rendered against a Trustee in relation to an indictable offence, or a summary offence involving fraud, false pretenses, or theft;</li> <li>vi) the Trustee is declared to be Mentally Incapable;</li> <li>vii) the Trustee ceases to be a Member;</li> <li>viii) the term of office of the Trustee expires;</li> <li>ix) if the On-Reserve Community Trustee moves off the Reserve;</li> <li>x) if the Off-Reserve Community Trustee moves on to the Reserve;</li> <li>xi) missing 3 Trustees' meetings in a row or 6 meetings in a year without a reasonable explanation; and</li> <li>xii) attending a Trustee meeting while under the influence of alcohol or drugs, engaging in violence or threats of violence against a Member of Dokis or staff or administration of Dokis.</li> </ul>	
<b>SECTION 16 – COUNCIL LIAISON, KNOWLEDGE KEEPER LIAISON AND YOUTH LIAISON</b>		
<b>Council Liaison</b>	<p>The Council Liaison is not a Trustee.</p> <p>There may only be 1 Council Liaison acting at any one time.</p>	
<b>Role of the Council Liaison</b>	<p>The role of the Council Liaison is to facilitate information-sharing between the Council and Community Trustees, and any other duties as prescribed in the Comprehensive Plan.</p> <p>The Council Liaison is entitled to attend meetings but, subject to breaking a tie, they do not form part of quorum nor do they have a vote.</p>	
<b>Appointment and Removal of the Council Liaison</b>	The Council Liaison is appointed and removed by Council, in accordance with the protocol set out in the Comprehensive Plan.	





Item	Recommendation/Discussion	Comments
<b>Knowledge Keeper Liaison</b>	The Knowledge Keeper Liaison is not a Trustee. There may only be 1 Knowledge Keeper Liaison acting at any one time.	
<b>Role of the Knowledge Keeper Liaison</b>	The role of the Knowledge Keeper is to provide input and guidance to the Community Trustees, based upon the Knowledge Keeper Liaison's understanding of Dokis of history, culture, traditions and teachings. The Knowledge Keeper Liaison is entitled to attend meetings but, subject to breaking a tie, they do not form part of quorum nor do they have a vote.	
<b>Appointment and Removal of a Knowledge Keeper Liaison</b>	The Knowledge Keeper Liaison is appointed and removed by Council, in accordance with the protocol set out in the Comprehensive Plan.	
<b>Youth Liaison</b>	The Youth Liaison is not a Trustee. There may only be 1 Youth Liaison acting at any one time.	
<b>Role of the Youth Liaison</b>	The role of the Youth Liaison is to provide input and guidance to the Community Trustees, and any other duties as prescribed in the Comprehensive Plan. The Youth Liaison is entitled to attend meetings but do not form part of quorum and does not have a vote.	
<b>Appointment and Removal of a Youth Liaison</b>	The Youth Liaison is appointed and removed by Council, in accordance with the protocol as per the Comprehensive Plan.	
<b>SECTION 17 – TRUSTEE CONFLICT OF INTEREST</b>		
<b>Disclosure of Potential Conflict</b>	A Trustee who could benefit financially from a proposed decision of the Trustees must disclose that potential benefit to their fellow trustees. In other words, a Trustee who: i) is a party to a contract, or proposed contract of the Trustees; or ii) 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; or iii) stands to benefit, or his or her Family stands to benefit, from the contract or proposed contract; will disclose that relationship and the extent of the Trustee's interest.	
<b>Timing of Disclosure</b>	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.	
<b>Trustee not to Participate</b>	A Trustee with a conflict will not take part in or be present at discussions concerning any such contract and will not vote on any resolution in respect of the same.	
<b>Exceptions to Disclosure</b>	Trustees do not need to disclose: i) any interest or relationship with TD Trust;	



Item	Recommendation/Discussion	Comments
	<ul style="list-style-type: none"> <li>ii) interests in publicly traded securities on a stock exchange; or</li> <li>iii) where TD is acting in a professional capacity to a party to a contract with the Trustees.</li> </ul>	
<b>SECTION 18 – LIABILITY AND INDEMNITIES OF TRUSTEES</b>		
<b>Contractual Limits</b>	Any contracts or other documents signed by a Trustee in their role as such will be taken to be signed in the capacity of Trustee, in their personal capacity.	
<b>Limitation of Liability</b>	A Trustee will not face personal liability, nor will they be liable for the actions of their co-Trustees, if they meet their standard of care under the General Duties of the Trust.	
<b>Litigation Indemnity</b>	If the Trust gets sued, the Trustees are to be indemnified out of the assets in the Trust, unless the Trustee has acted in bad faith or was fraudulent, or was an Uncooperative Trustee. The Administrative Trustee will not be indemnified for costs incurred by them in any matter where they are adverse in interest to the Dokis Trustees.	
<b>SECTION 19 – COMPENSATION AND REIMBURSEMENT OF TRUSTEES AND LIAISONS</b>		
<b>Reimbursement of Expenses of Trustees and Council Liaison, Youth Liaison and Elder Liaison</b>	The Community Trustees, Council Liaison, Youth Liaison and Knowledge Keeper Liaison are entitled to be reimbursed from the Trust Property for all reasonable out-of-pocket expenses.	
<b>Trustee Compensation</b>	The Community Trustees are entitled to an honorarium for their work, the amount of which will be in the Comprehensive Plan, and until it is established, as set by Council.	
<b>Council Liaison, Youth Liaison and Elder Liaison Compensation</b>	The Council Liaison, Youth Liaison and Knowledge Keeper Liaison are entitled to an honorarium for their work, the amount of which will be in the Comprehensive Plan, and until it is established, as set by Council.	
<b>Administrative Trustee</b>	The Administrative Trustee will be compensated as per the Management Fee Agreement.	
<b>SECTION 20 – AUDIT AND TRUST RECORDS</b>		
<b>Office</b>	The office of the Trust will be located at a place as the Trustees may determine by Trustees' Resolution, after consultation with the Council.	
<b>Records to be Kept</b>	Trustees will keep detailed accounts which will be open to inspection by Council.	
<b>Annual Audited Financial Statements</b>	Trustees will have the accounts of the Trust audited annually, and within 120 days after each year end.	
<b>Financial Statements</b>	Audited financial statements of the Trust will be available for post audit inspection by Members.	



Item	Recommendation/Discussion	Comments
<b>Maintenance of Records</b>	The Trustees will maintain a minute book for the Trust.	
<b>Location Of, and Responsibility For, Records</b>	Records will be kept at the office or other location determined by the Trustees.	
<b>SECTION 21 – VARIATION</b>		
<b>By Trustees</b>	Amendments of a clearly editorial nature.	
<b>By Trustees and Council</b>	Trustees and Council together may vary the Trust to make changes to: i) the Trust name; ii) reflect updates in legislation, including changes in tax law; iii) remove any conflicts or inconsistencies in the Trust; so long as no amendment is prejudicial to the Beneficiaries.	
<b>Variation with Members' Consent</b>	Other amendments may be made by the Trustees and Council provided that they are approved by a vote of the Members.	
<b>Restrictions on Variation</b>	No amendment can: i) increase the amount or frequency of a PCD; ii) lessen the age when a person would receive their PCD; iii) go against the long-term benefit of Dokis, Anishinaabe law, and Anishinaabe Way including the Seven Grandfathers teachings; iv) amend or revoke the restrictions on variation provision; or v) do anything that would change the effect of the restrictions on variation clause.	
<b>SECTION 22 – GENERAL</b>		
General provisions, such as Ontario being the law of the Trust, address for services of Notice, etc.		