

---

**Trust Deed**

**QAMES ʔƏMS TALA SETTLEMENT TRUST**

**Dated as of April 5, 2016**

---

TRUST DEED QAMES ʔOMS TALA SETTLEMENT TRUST

INDEX

	<b>Title</b>	<b>Page</b>
	Trust Deed Qames ʔoms tala Settlement Trust	1
<b>Part 1</b>	<b>Definitions</b>	2
<b>Part 2</b>	<b>Creation of This Trust</b>	6
2.1	Name of this Trust	6
2.2	Settlement of this Trust	6
2.3	Acceptance by Trustees	7
2.4	Trust Irrevocable	7
2.5	Term of this Trust	7
2.6	Residency	7
<b>Part 3</b>	<b>Interpretation</b>	7
3.1	Explanatory Text Boxes	7
3.2	Standard Interpretation	7
<b>Part 4</b>	<b>Purposes of This Trust</b>	7
4.1	Purpose of this Trust	7
4.2	Permitted Uses	8
<b>Part 5</b>	<b>Segregated Funds</b>	8
5.1	Separate Investment Funds	8
5.2	Separate Fund Records	8
5.3	Transfers between Segregated Funds	8
<b>Part 6</b>	<b>Economic Development Fund</b>	9
6.1	Creation of Economic Development Fund	9
6.2	Purpose of Economic Development Fund	9
<b>Part 7</b>	<b>Beneficiary Disbursements</b>	9
7.1	Disbursements Prior to Final Disbursement Date	9
7.2	Procedures for Payments to Beneficiaries	9
7.3	Trustees may Make Payable	10
7.4	Final Disbursement of Trust Property	10
<b>Part 8</b>	<b>Additions To Trust Property</b>	10
8.1	Restrictions on Additional Trust Contributions	10
8.2	Income Capitalized Annually	10

	<b>Title</b>	<b>Page</b>
<b>Part 9</b>	<b>Administration and Management</b>	<b>10</b>
9.1	Payment of Expenses	10
9.2	Expenses to be Paid in Priority Order	11
9.3	Payment Procedure	11
9.4	Trustee Honoraria	11
9.5	Trust Administration Fees	11
9.6	Trustees may charge Professional Fees	11
9.7	Trust Income and Capital Management	11
9.8	Income can be Made Payable	11
<b>Part 10</b>	<b>Investment</b>	<b>12</b>
10.1	Authorized Investments	12
10.2	Investment Policy	13
10.3	Amendments to Investment Policies	13
10.4	Prudent Investor Rules	13
10.5	Considerations in making Investments	13
10.6	Investment Manager must Exercise Care	13
10.7	Appointment of Investment Manager	13
10.8	Investment Manager must comply with Trust Deed	13
10.9	Termination or Appointment of Investment Manager	14
10.10	Term of Investment Manager	14
<b>Part 11</b>	<b>Beneficiaries' Entitlements and Restrictions</b>	<b>14</b>
11.1	Rights over Disbursements	14
11.2	Involvement with Affairs of this Trust	14
11.3	Ownership of Trust Property	14
<b>Part 12</b>	<b>Duties and Liabilities of Trustees</b>	<b>15</b>
12.1	General Duties	15
12.2	Specific Duties	15
12.3	Standard of Care	16
12.4	Trustees not Required to give Bond	16
12.5	General Power to Bind Trust Without Liability	16
12.6	General Scope of Trustees' Liability	16
12.7	Additional Limitations on Liability of Trustees	17
12.8	Liability of Trustees	17

	<b>Title</b>	<b>Page</b>
12.9	Validity of Acts	17
12.10	Limitation of Liability	17
12.11	Litigation Indemnity	17
12.12	Contracts of this Trust	18
12.13	Disclosure of Potential Conflict	18
12.14	Timing of Disclosure	18
12.15	Trustee not to Participate	18
12.16	Extent of Disclosure	19
12.17	Effect of Disclosure	19
12.18	Trustees purchasing Trust Property	19
12.19	Trustees not Required to Interfere in Management	19
12.20	Time Commitment	19
12.21	Survival of Indemnities	19
<b>Part 13</b>	<b>Powers of Trustees</b>	19
13.1	General Authority of Trustees	19
13.2	Specific Powers of Trustees	19
13.3	Carry on or Acquire an Interest in Business	23
13.4	Allocate this Trust Property	24
13.5	Professional Assistance and Agents	24
13.6	Payment of Duties and Taxes	24
13.7	Elections under the <i>Income Tax Act</i>	25
13.8	Source of Net Taxable Income	25
<b>Part 14</b>	<b>Guardian</b>	25
14.1	Appointment and Term of Initial Guardian	25
14.2	Appointment and Term of Guardians	25
14.3	Qualifications of Guardian	25
14.4	Restrictions as to Guardian	25
14.5	Powers and Duties of Guardian	26
14.6	Attendance and Role at Trustee Meetings	26
14.7	Attendance and Role at Tla'amin Community Trust Meetings	26
14.8	Incompetent Individual Guardian	27
14.9	Incapable Corporate Guardian	27
14.10	Resignation of Guardian	27

	<b>Title</b>	<b>Page</b>
14.11	Replacement Guardian	27
14.12	Removal of Guardian	27
14.13	Succession of Guardian	27
14.14	Indemnification of Guardian	27
<b>Part 15</b>	<b>Trustees' Procedures</b>	<b>28</b>
15.1	Trustees' Procedure	28
15.2	Disagreement Among Trustees	28
15.3	Trustees' Meetings	29
15.4	Role of Youth Trustee at meetings	29
15.5	Waiver of Notice	29
15.6	Participation by Electronic Means	29
15.7	Trustees' Resolutions	29
15.8	Minutes	30
<b>Part 16</b>	<b>Trustee Appointment and Removal</b>	<b>30</b>
16.1	Appointment and Term of Initial Trustees	30
16.2	Appointment of Trustees	30
16.3	Majority to be Tla'amin Citizens	30
16.4	Effective Date of Appointment	30
16.5	Qualifications of Trustees	30
16.6	Restrictions as to Trustees	30
16.7	Term of Office of Trustees	31
16.8	Appointment of Subsequent or Replacement Trustees	31
16.9	Youth Trustee	31
16.10	Qualifications of Youth Trustee	31
16.11	Consent to Act	31
16.12	Termination of Office of Trustees	31
16.13	Trustee required to transfer property	32
16.14	Not required to Examine Books	32
16.15	Notices of Changes in Trustee	32
16.16	Reliance by Third Party	32
<b>Part 17</b>	<b>Tla'amin Community Trust Meeting</b>	<b>32</b>
17.1	Notice for meeting	32
17.2	Form of notice	32

	<b>Title</b>	<b>Page</b>
17.3	Quorum	32
17.4	Participation by Electronic Means	33
17.5	Policies and procedures	33
17.6	Chair of the Meetings	33
17.7	Powers and Duties of the Tla'amin Community Trust Meeting	33
17.8	Motions and resolutions	33
<b>Part 18</b>	<b>Auditors</b>	<b>34</b>
18.1	Qualifications of Auditors	34
18.2	Appointment of Auditors	34
18.3	Removal of Auditors	34
18.4	Reports of Auditors	34
18.5	Scope of Audit	34
18.6	Compliance Audit	34
<b>Part 19</b>	<b>Accounts, Records and Financial Statements</b>	<b>34</b>
19.1	Records	34
19.2	Safekeeping of Documents	34
19.3	Annual Audited Financial Statements	35
19.4	Financial Statements	35
19.5	Maintenance of Records	35
19.6	Annual Reporting to Beneficiaries	36
19.7	Information Available to Beneficiaries	36
19.8	Income Tax: Obligation of the Trustees	36
19.9	Income Tax: Designations	36
19.10	Fiscal Year	36
<b>Part 20</b>	<b>Variation</b>	<b>36</b>
20.1	Variation With Tla'amin Citizens' Consent	36
20.2	Variations Evidenced in Writing	36
20.3	The Administrative Power to Amend	37
<b>Part 21</b>	<b>Proper Law Of Trust</b>	<b>37</b>
21.1	First Governing Law	37
21.2	Change Governing Law	37
<b>Part 22</b>	<b>General</b>	<b>38</b>
22.1	Authority	38

	<b>Title</b>	<b>Page</b>
22.2	Severability	38
22.3	Notices	38
22.4	Delivery and Receipt	38
22.5	Addresses for Notice	38
22.6	Change of Address	39
<b>Tab 1</b>		
	Schedule “A” To This Trust Deed of Tla’amin Settlement Trust	
<b>Tab 2</b>		
	Schedule “B” To This Trust Deed of Tla’amin Settlement Trust	

## TRUST DEED

### QAMES ʔƏMS TALA SETTLEMENT TRUST

**THIS TRUST DEED** evidences the terms of the trust settled the 5<sup>th</sup> day of April, 2016, and is made

AMONG:

**TLA'AMIN NATION**, represented by the Tla'amin Government, as recognized in the *Tla'amin Final Agreement Act*, S.C. 2014, c.11, and located at Powell River, British Columbia

(the “**Settlor**”)

- and -

**Lenora Ann Dickey**, of Powell River, British Columbia

**Alexander Hugenschmidt**, of Powell River, British Columbia

**Ann Laura Paul**, of Powell River, British Columbia

**Alisha Dorian Point**, of Powell River, British Columbia

**Kristi Marie Thiele**, of Victoria, British Columbia

(the “**Initial Trustees**”)

- and -

**Daryn Leas**, of Vancouver, British Columbia

(the “**Guardian**”)

#### WHEREAS:

*These “Whereas” recitals provide the background to and purposes for the establishment of the Tla'amin Settlement Trust.*

A. Section 87 of the *Constitution of the Tla'amin Nation* directs the Tla'amin Government to establish one or more settlement trusts to preserve and protect the Tla'amin capital transfer and amounts received under the Resource Revenue Sharing Chapter of the Tla'amin Final Agreement and the Income derived from the investment of those amounts;

B. Pursuant to section 9(1) of the *Tla'amin Tax Treatment Agreement*, the Minister of National Revenue shall designate a trust as a Tla'amin Settlement Trust;

C. In accordance with section 87 of the *Constitution of the Tla'amin Nation*, the Settlor wishes to establish this Trust, as a Tla'amin Settlement Trust designated pursuant to subsection 9(1) of the *Tla'amin Tax Treatment Agreement*, for the Beneficiaries by irrevocably settling the Settlor's Contribution on the Trustees, subject to the provisions of this Trust Deed;



**NOW THIS TRUST DEED WITNESSES** the creation of the Tla'amin Settlement Trust by the Settlor upon the terms and conditions set forth below.

**PART 1  
DEFINITIONS**

*This section outlines the definitions to be applied to terms throughout this Trust Deed. Capitalized terms denote defined terms.*

In this Trust Deed, unless the context requires otherwise, all capitalized terms shall have the meanings set forth below:

**“Attributable”** means any Income that is attributable to the Tla'amin Nation pursuant to subsection 75(2) of the *Income Tax Act*;

**“Auditor”** means the auditor appointed from time to time under Part 18;

**“Authorized Investments”** means those investments which the Trustees are authorized to make in accordance with Part 10;

**“Beneficiaries”** means:

- (a) the Tla'amin Nation;
- (b) the Tla'amin Citizens;
- (c) any other beneficiary permitted by the Tla'amin Tax Treatment Agreement and designated as a beneficiary by the Trustees; and
- (d) any combination of the entities and persons referred to in subparagraphs (a) to (c);

**“Canada”** means Her Majesty the Queen in Right of Canada, as represented by the Minister of Aboriginal Affairs and Northern Development;

**“Capital”** means, at any time:

- (a) amounts received by the Trustees from the Tla'amin Nation and settled on the Trust in accordance with the Tla'amin Tax Treatment Agreement;
- (b) any other property received by the Trustees and accepted as Trust Capital prior to that time; and
- (c) any Income of this Trust not disbursed or payable to the Beneficiaries at the end of each Fiscal Year prior to that time;

but excluding all amounts which have been expended there from prior to that time pursuant to the provisions of this Trust Deed;

**“Communication”** means a Notice, document, request, approval, authorization, or consent required or permitted to be given or made under this Trust Deed;

“**Compliance Audit**” means a review of the activities and decisions of the Trustees and the Guardian by a Qualified Professional regarding the management of this Trust, including but not limited to the use, investment and disbursement of Trust Property, to ensure compliance with this Trust Deed and the Trustees’ and Guardian’s respective obligations hereunder;

“**Default**” means a failure by a Beneficiary to use a disbursement for a Permitted Use or to report on the use of a disbursement as may be required by the Trustees;

“**Dividend**” means any dividend, stock dividend and/or capital dividend;

“**Eligible Corporation**” has the meaning set out in section 1 of the Tla’amin Tax Treatment Agreement;

“**Final Disbursement Date**” means the date that is twenty (20) years after the death of the last survivor, who is living at the Settlement Date and who is a Tla’amin Citizen, of the lineal descendants male and female of Chief Tom Timothy deceased on October 28, 1955 unless there has been an amendment to the laws which eliminates the application of the rule against perpetuities to this Trust, in which event the Final Disbursement Date shall be such later date as shall be determined at a Tla’amin Community Trust Meeting in accordance with Part 17 and confirmed by Deed approved by the Trustees; or

“**Financial Advisor**” means a firm, partnership or sole proprietorship that will advise on the development of the Investment Policy, selection of Investment Managers and evaluation of portfolio performance:

- (a) whose primary business is to provide independent financial advice;
- (b) which has an arm’s length relationship with each of the Trustees, the Guardian and the Investment Manager(s);
- (c) some of whose staff have been awarded the Chartered Financial Analyst designation by the Chartered Financial Analyst Institute or its successor; and
- (d) which is not engaged in the sale or management of investment products or portfolios either directly or through its related companies.

“**Financial Institution**” means a financial institution as defined in the *Bank Act*, S.C. 1991, c. 46;

“**Fiscal Year**” means the fiscal year of this Trust which shall end on the 31<sup>st</sup> day of December each year or such other fiscal year as established by law or the Trustees from time to time;

“**Generally Accepted Accounting Principles**” means the accounting principles generally accepted in Canada from time to time and, if the handbook published by the Canadian Institute of Chartered 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;

“**Guardian**” means any guardian appointed pursuant to Part 14 from time to time;

“**Immediate Family**” means the person’s children and step-children, parents, grandparents, grandchildren, siblings of a person and spouse, and for the purposes of this definition:

- (a) “**spouse**” includes an individual with whom one is co-habiting in a conjugal relationship and (i) has done so for a continuous period of at least two (2) years, or (ii) has a child with the other person; and
- (b) “**children**” includes a legally adopted son or daughter as well as a son or daughter adopted in accordance with Tla’amin custom;

“**Income**” means in a particular year, the income of this Trust for that year as calculated for the purposes of the *Income Tax Act*, except that:

- (a) the full amount of any realized capital gains less realized capital losses will be included in income for this purpose; and
- (b) no dividend will be grossed up for this purpose as would otherwise be required under the *Income Tax Act*;

“**Income Tax Act**” means the *Income Tax Act*, S.C. 1985 (5<sup>th</sup> Supp.) c. 1, and any regulations to that Act, all as amended or replaced from time to time;

“**Indemnified Party**” means a person or persons referred to in section 14.13;

“**Indexed Value**” means the value of the Capital indexed to the Consumer Price Index as published by Statistics Canada;

“**Initial Guardian**” means the Guardian named on page 1 of this Trust Deed who is appointed in accordance with s. 14.1 of this Trust Deed;

“**Initial Trustees**” means the Trustees named on page 1 of this Trust Deed and appointed in accordance with s. 16.1 of this Trust Deed;

“**Investment Manager**” means a person or firm who has obtained registration with a provincial securities commission as an advisor in the category of 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 and who is independent from the Tla’amin Nation, each of the Trustees, the Guardian and the Financial Advisor;

“**Investment Policy**” means the investment policy statement for the Trust Property, including reasonable investment objectives and risk tolerance, as established and amended from time to time by the Trustees in consultation with the Investment Manager;

“**Net Taxable Income**” means Income, after deducting applicable expenses, determined for the purposes of the *Income Tax Act* arising in respect of this Trust Property, whether notional or deemed or otherwise required to be included in computing the taxable income of this Trust including taxable dividends, stock dividends and taxable capital gains less allowable capital losses but excluding capital dividends and non-taxable portion of capital gains, all within the meaning of those terms in the *Income Tax Act*;

“**Non-Attributable Income**” means any Income that is not attributed to the Tla’amin Nation pursuant to subsection 75(2) of the *Income Tax Act*;

“**Notice**” means a writing originated and transmitted in accordance with section 22.3;

**“Per Capita Disbursement”** means any disbursement made in equal amounts to all Tla’amin Citizens;

**“Permitted Uses”** means the uses outlined in section 4.2 of this Trust Deed;

**“Person”** includes any individual, partnership, firm, company, corporation, incorporated or unincorporated association or society, co-tenancy, joint venture, syndicate, fiduciary, estate, trust, bank, government, governmental or quasi-governmental agency, band, board, commission or authority, organization or any other form of entity howsoever designated or constituted, or any group, combination, or aggregation of any of them;

**“Qualified Professional”** for the purpose of s. 18.6 means a lawyer, auditor or other regulated professional suitable for the purposes outlined in that section;

**“Resource Revenue Sharing Chapter”** means chapter 19 of the Tla’amin Final Agreement;

**“Segregated Fund”** means a fund held in accordance with Part 5 of this Trust Deed;

**“Segregated Fund Principles”** means those separate guiding principles, applicable investment policy statements or terms of reference, to be established for each Segregated Fund created pursuant to Part 5 of this Trust Deed;

**“Settlement Date”** means the date on which the Settlor’s Contribution is settled on this Trust;

**“Settlor”** means the Tla’amin Nation;

**“Settlor’s Contribution”** means ten dollars (\$10.00) received from the Settlor;

**“Substituted Property”** has the meaning which includes the application of the rules in subsection 248(5) of the *Income Tax Act*;

**“Super Majority Resolution”** means a resolution approved by all of the Trustees in writing;

**“Tla’amin Citizen”** has the meaning set out in chapter 1 of Tla’amin Final Agreement;

**“Tla’amin Community Trust Meeting”** means a meeting held in accordance with Part 17;

**“Tla’amin Final Agreement”** means the Agreement entered into between the Tla’amin Nation, Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of British Columbia initialled on October 21, 2011, and approved by Tla’amin members through a community vote on July 10, 2012;

**“Tla’amin Government Executive”** means the Executive of the Tla’amin Government established pursuant to Part 4 of the *Constitution of the Tla’amin Nation* and selected in accordance with lawful election procedures and in office at the relevant time;

**“Tla’amin Government”** has the meaning set out in chapter 1 of Tla’amin Final Agreement;

**“Tla’amin Lands”** has the meaning set out in chapter 1 of Tla’amin Final Agreement;

**“Tla’amin Nation”** has the meaning set out in chapter 1 of Tla’amin Final Agreement;

“**Tla’amin Public Institutions**” has the meaning set out in chapter 1 of Tla’amin Final Agreement;

“**Tla’amin Right to Harvest Fish**” means the right to harvest fish and aquatic plants set out in paragraph 1 of the Fisheries Chapter of the Tla’amin Final Agreement;

“**Tla’amin Settlement Trust**” means a trust that has been designated by the Minister of National Revenue as such pursuant to section 9 of the *Tla’amin Tax Treatment Agreement*;

“**Tla’amin Tax Treatment Agreement**” means the Agreement entered into between the Tla’amin Nation, Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of British Columbia dated October 21, 2011, as amended or replaced from time to time;

“**Trust**” means the trust governed by this Trust Deed;

“**Trust Deed**” means this trust deed as amended or varied from time to time;

“**Trust Meetings**” means a duly called meeting of the Trustees in accordance with Part 15;

“**Trust Property**” means all property held by the Trustees pursuant to this Trust, from time to time, including:

- (a) the Settlor’s Contribution;
- (b) additions thereto as permitted by section 8.1; and
- (c) all Income which is accumulated and added to the Trust Capital under section 8.2,

which have not been disbursed from this Trust.

“**Trustees**” means, unless this Trust Deed indicates otherwise, the trustees of the Trust from time to time, whether the Initial Trustees or successor Trustees, and includes the Youth Trustee appointed or substituted pursuant to Part 16;

“**Trustees’ Resolution**” means a resolution passed pursuant to section 15.7; and

“**Youth Trustee**” means an individual appointed pursuant to section 16.9.

## **PART 2 CREATION OF THIS TRUST**

*This “Creation of this Trust” section details the manner in which this Trust will be formally settled, establishes the name of this Trust, confirms that this Trust is irrevocable and outlines the term of this Trust.*

**2.1 Name of this Trust.** This Trust will be known as the “Qames ?əms tala Tla’amin Settlement Trust” (“Our Money is Safely put Away”).

**2.2 Settlement of this Trust.** The Settlor has settled on the Trustees, and the Trustees acknowledge that the Settlor has settled upon them, the Settlor’s Contribution.

**2.3 Acceptance by Trustees.** The Trustees, by signing this Trust Agreement, signify their acceptance of the Trust and the trusts, powers and duties contained in it.

**2.4 Trust Irrevocable.** The Trust herein set forth shall be irrevocable by the Settlor.

**2.5 Term of this Trust.** This Trust will remain in force and effect from the date of execution of this Trust Deed until the Final Disbursement Date.

**2.6 Residency.** This Trust shall be resident in Canada.

### **PART 3 INTERPRETATION**

*This "Interpretation" section outlines the rules of general interpretation for this Trust Deed.*

**3.1 Explanatory Text Boxes.** The explanatory text boxes inserted at the beginning of each part of this Trust Deed do not form part of this Trust Deed.

**3.2 Standard Interpretation.** In this Trust Deed:

- (a) unless it is otherwise clear from the context, the word "including" means "including, but not limited to", and the word "includes" means "includes, but not limited to";
- (b) headings are for convenience only and do not form part of this Trust Deed;
- (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;
- (d) unless otherwise defined, all accounting terms have the meanings assigned to them under Generally Accepted Accounting Principles;
- (e) reference to any gender includes a reference to all other genders;
- (f) a reference to a "year" means a Fiscal Year of this Trust; and
- (g) the division of this Trust Deed into parts and sections, subsections, clauses, subclauses and paragraphs is for convenience of reference only and shall not affect the construction or interpretation of this Trust Deed.

### **PART 4 PURPOSES OF THIS TRUST**

*This section outlines that the purposes of this Trust are to preserve the Trust Property for future generations of Tla'amin Citizens and to prudently manage the Trust Property.*

**4.1 Purposes of this Trust.** The Trustees will hold the Trust Property in trust in accordance with this Trust Deed for both the long and short term benefit of one or more Beneficiaries and the purpose of this Trust is to provide for the management, investment and disbursement of the Trust Property to that end.

**4.2 Permitted Uses.** Disbursements of Trust Property must be for the benefit of one or more Beneficiaries and may be for one of the specified purposes listed below:

- (a) general administration and governance of this Trust;
- (b) culture, heritage and language;
- (c) governance and programs;
- (d) health and wellness;
- (e) social development;
- (f) economic development;
- (g) environment and natural resources;
- (h) education, training, bursaries, and scholarships;
- (i) community infrastructure;
- (j) sport and recreation;
- (k) indemnification of Trustees in accordance with this Trust Deed; and
- (l) prepayment of the negotiation loan pursuant to paragraph 4 of “Chapter 18 – Capital Transfer and Negotiation Loan Repayment” of the Tla’amin Final Agreement.

## **PART 5 SEGREGATED FUNDS**

<p><i>This section allows contributions on this Trust to be divided into separate investment funds. Separate funds are required to be maintained separately, with their own books and records, and property is not to be transferred between Segregated Funds without the written authorization of the Settlor.</i></p>
---

**5.1 Separate Investment Funds.** The Trustees may divide the Trust Property into separate investment funds, each a Segregated Fund, after consulting with the Settlor. Each Segregated Fund shall be governed by the provisions of this Trust Deed and the Segregated Fund Principles.

**5.2 Separate Fund Records.** Each Segregated Fund shall be maintained separately with a separate set of books and records.

**5.3 Transfers between Segregated Funds.** The Trustees may not transfer Trust Property between Segregated Funds without the written authorization of the Settlor.

## PART 6 ECONOMIC DEVELOPMENT FUND

*This section allows for the creation of an economic development fund and exempts the trust property in the Economic Development Fund from disbursement caps and limitations.*

**6.1 Creation of Economic Development Fund.** The Trustees shall deposit any contributions to this Trust from the Settlor which the Settlor identifies as funds arising from the economic development fund pursuant to the Tla'amin Final Agreement into a separate investment fund in accordance with the provisions outlined in Part 5 (referred to in this Trust Deed as the “**Economic Development Fund**”).

**6.2 Purpose of Economic Development Fund.** The purpose of the Economic Development Fund is to allow for the pursuit and generation of economic opportunities for the Beneficiaries. For greater certainty, the property in the Economic Development Fund is not intended to be preserved and maintained for the future benefit of the Tla'amin Nation and is not subject to the capital disbursement limitations outlined in section 7.1.

## PART 7 BENEFICIARY DISBURSEMENTS

*This section describes the conditions attached to the disbursement of Trust Property to the Beneficiaries and the procedures for making such disbursements. This section also outlines the process for the final disbursement of the Trust Property.*

**7.1 Disbursements Prior to Final Disbursement Date.** Until the Final Disbursement Date, the Trustees may expend Income and Capital of this Trust in their sole discretion, provided that:

- (a) all such disbursements shall be made in accordance with this Trust Deed;
- (b) no Trust Property shall be disbursed as a Per Capita Disbursement;
- (c) prior to the fifth (5th) anniversary of the Settlement Date, the Trustees may not disburse any of the Capital, unless the Guardian issues a written resolution permitting the disbursement, with the exception of the Capital in the Economic Development Fund which may be disbursed at any time; and
- (d) within each consecutive ten (10) year period following the fifth anniversary of the Settlement Date, the Trustees may not disburse more than an aggregate of ten percent (10%) of the Indexed Value of the Capital, as reflected in the most recent financial statements of the Trust, unless the Guardian issues a written resolution permitting this limit to be exceeded, with the exception of the Capital in the Economic Development Fund which may be disbursed at any time; and
- (e) no disbursement may be made to a Beneficiary who is in Default.

**7.2 Procedures for Payments to Beneficiaries.** Subject to section 7.1, the Trustees may make payments to Beneficiaries by paying or transferring a portion of the Trust Property to the Beneficiaries.



**7.3 Trustees may Make Payable.** The Trustees may resolve to make a portion of the Trust Property payable to a Beneficiary. Any such resolution shall be binding and irrevocable.

**7.4 Final Disbursement of Trust Property.** At the Final Disbursement Date, the Trustees shall liquidate and disburse all remaining Trust Property to the Tla'amin Nation or to a trust which qualifies as a Tla'amin Settlement Trust in the discretion of the Trustees in consultation with the Settlor and which the Trustees designated as a Beneficiary.

## **PART 8 ADDITIONS TO TRUST PROPERTY**

*This section outlines the restrictions on adding property to the Tla'amin Settlement Trust as required by the Tax Treatment Agreement. This section also stipulates that the undisbursed and unallocated Income of this Trust shall be added to the Capital of this Trust annually.*

**8.1 Restrictions on Additional Trust Contributions.** The Trustees may not accept additions to the Trust Property from any person, except for:

- (a) contributions from the Tla'amin Nation of amounts which are reasonably considered by the Settlor to be:
  - (i) capital transfer payments received by the Tla'amin Nation under the Capital Transfer and Negotiation Loan Repayment chapter of the Tla'amin Final Agreement; or
  - (ii) resource revenue sharing payments received by the Tla'amin Nation under the Resource Revenue Sharing Chapter of the Tla'amin Final Agreement; or
- (b) amounts received from another Tla'amin Settlement Trust where substantially all of the funds of that contributing trust are reasonably considered by the trustee of that trust to have been derived from a contribution to a Tla'amin Settlement Trust by the Tla'amin Nation of amounts described in subparagraph (a) and income and gains derived there from.

**8.2 Income Capitalized Annually.** Immediately after the expiration of each Fiscal Year of this Trust, all income of this Trust, including all Net Taxable Income, not disbursed or payable to the Beneficiaries shall be added to the Trust Capital.

## **PART 9 ADMINISTRATION AND MANAGEMENT**

*This section details the manner in which the expenses of this Trust shall be incurred and payment shall be made. This section also details the manner in which this Trust Property must be held and outlines the obligation of Trustees to pay the expenses of this Trust in the most tax efficient manner.*

**9.1 Payment of Expenses.** The Trustees shall pay or cause to be paid out of the Trust Property all expenses related to the creation and administration of this Trust.

**9.2 Expenses to be Paid in Priority Order.** The Trustees shall issue a direction that all expenses of the Trust shall be paid in priority based from the following Trust Property:

- (a) firstly, from Non-Attributable Income;
- (b) secondly, from any Income that is Attributable as aforesaid; and
- (c) thirdly, from Capital.

**9.3 Payment Procedure.** The payment of the expenses of this Trust will be made when:

- (a) the expense is detailed by an invoice in writing and submitted to the Trustees; and
- (b) one of the following applies:
  - (i) the Trustees have, by a Trustee's Resolution, determined the expense is reasonable; or
  - (ii) the expense has been included in a budget prepared and approved by the Trustees; or
  - (iii) the expense is an obligation under an agreement entered into by the Trustees.

**9.4 Trustee Honoraria.** The Trustees shall be paid by this Trust such honoraria as may be determined from time to time pursuant to a policy prepared by the Trustees and approved by the Guardian.

**9.5 Trust Administration Fees.** The Trustees may pay or cause to be paid reasonable fees, costs and expenses incurred in connection with the administration and management of this Trust, including (without limitation) fees of auditors, lawyers, appraisers and other agents, consultants and professional advisers employed by or on behalf of this Trust, the costs of conducting Trustee meetings and Tla'amin Community Trust Meeting, and the cost of reporting or giving notices to Beneficiaries. All costs, charges and expenses (including any amounts payable to the Trustees under section 12.11) properly incurred by the Trustees on behalf of this Trust shall be payable out of Trust Property.

**9.6 Trustees may charge Professional Fees.** Subject to section 12.13, if any Trustee is a lawyer, accountant, stockbroker or other person engaged in any profession or business, that Trustee, or that Trustee's firm, may be paid all usual professional fees in respect of any professional services rendered to this Trust including related charges for all work done by that Trustee or that Trustee's firm in connection with the provision of such professional services to this Trust.

**9.7 Trust Income and Capital Management.** The Trustees shall cause all funds, property and assets received by the Trustees as Trust Property to be recorded and accounted for based on the source of funds.

**9.8 Income can be Made Payable.** The Trustees may make payable any Income of this Trust for a year that is not tax exempt pursuant to the *Tla'amin Tax Treatment Agreement* or Attributable to the Tla'amin Nation pursuant to section 75(2) of the *Income Tax Act* and that has not been paid out in the year to the Tla'amin Nation as at the 31<sup>st</sup> day of December of that year.

## PART 10 INVESTMENT

*This section outlines the types of investments permitted, the power of the Trustees to retain an investment advisor and the duty of the Trustees to establish an investment policy. This section also stipulates that any Investment Manager must invest Trust Property in accordance with the prudent investor rules.*

**10.1 Authorized Investments.** The investment of the Trust Property is restricted to:

- (a) investment instruments that are described as qualified investments for a trust governed by a registered retirement savings plan within the meaning of section 146 of the *Income Tax Act* or in any other investments that may be agreed upon from time to time among the Tla'amin Nation, Canada and British Columbia;
- (b) loans to Tla'amin Citizens, the Tla'amin Nation, Tla'amin Public Institutions or an Eligible Corporation, at a rate of interest equal to the rate prescribed under paragraph 4301(c) of the *Income Tax Regulations* in effect at the time the loan was made or last renewed;
- (c) investments in shares of an Eligible Corporation where the average annual rate of dividends on the shares over any five (5) year period cannot exceed the rate prescribed under paragraph 4301(c) of the *Income Tax Regulations* at the beginning of the five (5) year period, and on condition that the amount receivable on redemption of the shares or on liquidation of the Eligible Corporation is limited to the amount of the consideration for which the shares were originally issued;
- (d) loans, that are interest free or at a rate of interest less than that referred to in subparagraph (b), to Tla'amin Citizens or partnerships or trusts in which no persons other than Tla'amin Citizens hold the interests as partners or beneficiaries where, at the time the loan was made, arrangements were made for repayment of the loan and where the purpose of the loan is to assist the borrower, or where the borrower is a partnership or a trust, to assist a partner or a beneficiary, to:
  - (i) acquire, construct or renovate a residential property in British Columbia for his or her own habitation;
  - (ii) attend courses to further her or her education, technical or vocational skills, or attend courses in native studies, culture or language programs;
  - (iii) acquire funding for purposes of carrying on a business with Tla'amin Lands where the borrower is unable to borrow from ordinary commercial lenders at normal commercial rates; or
  - (iv) participate in Tla'amin Right to Harvest Fish; and
- (e) an investment or property not described in subparagraphs (a) to (d) except by way of realization of a security interest realized in the course of carrying on a Permitted Use, in which case such investment or property shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

**10.2 Investment Policy.** From time to time, the Trustees, after consultation with the Guardian and the Tla'amin Community Trust Meeting, shall establish one or more Investment Policies.

**10.3 Amendments to Investment Policies.** Proposed amendments or changes to an Investment Policy that are substantive in nature must be approved by the Tla'amin Community Trust Meeting and the Guardian prior to finalization and implementation.

**10.4 Prudent Investor Rules.** The Investment Manager may invest or recommend the investment of the Trust Property pursuant to section 10.1(a) in any form of property or security in which a prudent investor might invest. The Trustees may invest the Trust Property pursuant to sections 10.1 (b) to (e) whether or not a prudent investor would make that investment.

**10.5 Considerations in making Investments.** The Trustees shall advise the Investment Manager to have regard to the following criteria in investing or recommending the investment of the Trust Property:

- (i) general economic conditions;
- (ii) the possible effect of inflation or deflation;
- (iii) the expected tax consequences of investment decisions or strategies, if any;
- (iv) the role that each investment or course of action plays within the overall portfolio of this Trust;
- (v) the expected total return from Income and the appreciation of Capital;
- (vi) needs for liquidity, regularity of Income and preservation or appreciation of Capital;
- (vii) an asset's special relationship or special value, if any, to the purposes of this Trust or to the Beneficiaries; and
- (viii) diversification of the investment of this Trust Property to an extent that is appropriate having regard to general economic and market conditions.

**10.6 Investment Manager must Exercise Care.** In investing Trust Property, an Investment Manager must exercise the care, skill, diligence and judgment that a prudent investor would exercise in making investments and comply with the limitations in this Trust Deed, all applicable Investment Policies and all applicable laws.

**10.7 Appointment of Investment Manager.** The Trustees may from time to time appoint one or more Investment Managers to manage the investment of the whole or any portion of the Trust Property.

**10.8 Investment Manager must comply with Trust Deed.** It shall be a term of the appointment of any Investment Manager that the Investment Manager will comply with the investment requirements contained within this Trust Deed and any related investment policies.

**10.9 Termination or Appointment of Investment Manager.**

- (a) An Investment Manager may voluntarily resign in accordance with the terms of the applicable investment management agreement or as otherwise permitted by law.
- (b) The Trustees:
  - (i) may terminate the appointment of any Investment Manager in accordance with the terms of the applicable investment management agreement or as otherwise permitted by law;
  - (ii) may terminate the appointment of any Investment Manager if the Investment Manager has failed to comply with this Trust or any related investment policies; and
  - (iii) must appoint a successor Investment Manager prior to, or concurrently with, the termination of the appointment of an Investment Manager.

**10.10 Term of Investment Manager.** The terms of appointment of any Investment Manager must provide that the Investment Manager may, at any time, be terminated or resign on giving not less than 60 days' notice in writing to the Trustees.

**PART 11  
BENEFICIARIES' ENTITLEMENTS AND RESTRICTIONS**

*This section outlines the rights of the Beneficiaries of this Trust.*

**11.1 Rights over Disbursements.** No Beneficiary shall have any right to call for a disbursement or division of any Trust Property, except as otherwise provided for in this Trust Deed.

**11.2 Involvement with Affairs of this Trust.** Except as otherwise provided under this Trust Deed, no Beneficiary, in their capacity as such, shall be entitled to interfere with or give any direction to the Trustees with respect to the affairs of this Trust or in connection with the exercise of any powers or authorities conferred upon the Trustees under this Trust Deed.

**11.3 Ownership of Trust Property.** No Beneficiary has or is deemed to have any direct right of ownership in any of the Trust Property or any of the assets of this Trust. The full rights to administer this Trust, hold the Trust Property and to conduct the business of the Trust (all subject to the limitations contained herein) are vested exclusively in the Trustees.

## PART 12 DUTIES AND LIABILITIES OF TRUSTEES

*This section outlines the duties and liabilities of the Trustees. This section mandates that Trustees uphold their duty of care to Beneficiaries and outlines the specific obligations of the Trustees. This section also limits the liability of Trustees for losses of the Trust Property except to the extent that such losses are caused by fraud or gross negligence. This section also outlines the right of the Trustees to be indemnified in certain circumstances. Trustees are also required to avoid and disclose conflicts of interest.*

**12.1 General Duties.** Subject to the express provisions hereof, the Trustees shall observe and adhere to the duties and standards of care imposed upon trustees by the general law. Without limitation, such duties and standards of care shall include the following:

- (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. Each Trustee will exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in similar circumstances.
- (b) **Carry Out the Terms of this Trust.** The Trustees shall make themselves familiar with the terms of this Trust as set out in this Trust Deed and all related policies and keep themselves informed as to the affairs of this Trust at all times and participate in the decisions of the Trustees.
- (c) **Independence.** Each of the Trustees is appointed to exercise his or her own independent judgment as a trustee.
- (d) **Delegation.** In exercising their judgment, the Trustees may use agents and/or employees to assist them in carrying out these duties provided that reasonable care is used in appointing and supervising such agents and employees.

**12.2 Specific Duties.** In addition to carrying out their obligations elsewhere in this Trust Deed, the Trustees shall take reasonable steps to:

- (a) open one or more accounts for this Trust in the name of the Trustees, in trust, at a Canadian chartered bank or Financial Institution for the deposit of all funds to be received by the Trustees under the terms of this Trust;
- (b) establish arrangements governing banking procedures for this Trust;
- (c) consider the advice of the Investment Managers in accordance with the applicable Investment Policy for this Trust;
- (d) obtain reports, satisfactory to the Trustees, from the Tla'amin Nation on an annual basis, confirming that monies disbursed to the Tla'amin Nation were spent in accordance with the Permitted Uses set out in section 4.2;
- (e) deliver to the Tla'amin Government Executive and the Tla'amin Community Trust Meeting copies of financial statements audited by the Auditors, at the expense of this Trust, setting forth all investments, receipts, disbursements and other transactions

effected by them during such Fiscal Year within 150 days following the close of each Fiscal Year of this Trust or such other date as may be determined by a Trustees' Resolution;

- (f) attend the Tla'amin Community Trust Meeting and any other meetings when requested by the Tla'amin Government Executive or Tla'amin Community Trust Meeting and report on the use of this Trust Property for the purposes of this Trust, provided the Trustees are given 21 days' notice of any such meeting unless such notice period is waived by the Trustees;
- (g) have paid out of the Income of this Trust or other Trust Property, compensation for services provided hereunder, and the reimbursement to the Trustees of expenses incurred by the Trustees in carrying out the terms of this Trust Deed pursuant to the policies of the Trustees established from time to time;
- (h) have, for income tax purposes, the amount of the Income determined and reported to the Beneficiaries as to the amount of Income attributed to each of them under subsection 75(2) of the *Income Tax Act*;
- (i) have applicable taxes calculated as may apply to this Trust Property, have filed any required tax returns or other filings, have withheld any payments from this Trust Property and remitted there from all taxes and other assessments required by any applicable law to be so withheld and remitted;
- (j) maintain all accounts, records and minutes of the Trustees' meetings;
- (k) monitor the surviving descendants of Chief Tom Timothy; and,
- (l) have an annual budget prepared showing an estimate of revenues and expenditures, including disbursements, for the next Fiscal Year.

**12.3 Standard of Care.** Notwithstanding any other provision hereof, the Trustees shall exercise their powers and carry out their functions hereunder as Trustees honestly, in good faith and in the best interests of this Trust and the Beneficiaries and, in connection therewith, shall exercise such degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances.

**12.4 Trustees not Required to give Bond.** Unless otherwise required by law, the Trustees shall not be required to give bond, surety or security in any jurisdiction for the performance of any duties or obligations hereunder.

**12.5 General Power to Bind Trust Without Liability.** When the Trustees bind this Trust, the Trustees do so without rendering themselves personally liable provided that the Trustees act honestly and in good faith. Provided the Trustees have acted in accordance with their duties, the Trustees will not be personally liable for any monies due from, or other claims against, this Trust Property or with respect to any instrument executed by the Trustees under the provisions of this Trust Deed.

**12.6 General Scope of Trustees' Liability.** No Trustee will be liable for any loss or damage to this Trust Property resulting from any investment, act or omission made in good faith, by any Trustee, unless that loss or damage arises from gross negligence or actual fraud on the part of this

Trustee who is sought to be made liable. The other Trustees, if any, will not be liable for that loss or damage except to the extent that those Trustees were also grossly negligent or fraudulent.

**12.7 Additional Limitations on Liability of Trustees.** Except as provided in section 12.8, the Trustees, their directors, officers, employees, shareholders and agents shall not be liable to any Beneficiary or any other person, in tort, contract or otherwise, in connection with any matter pertaining to this Trust or this Trust Property, arising from the exercise by the Trustees of any powers, authorities or discretion conferred under this Trust Deed, including, without limitation:

- (a) any action taken or not taken in good faith in reliance on any documents that are, prima facie, properly executed;
- (b) any depreciation of, or loss to, this Trust Property incurred by reason of the sale of any asset; or
- (c) any inaccuracy in any evaluation provided by any appropriately qualified person or any reliance on any such evaluation.

**12.8 Liability of Trustees.** The Trustees shall be responsible for any liabilities arising principally and directly out of the gross negligence, wilful default or fraud of the Trustees or any of their directors, officers, employees, shareholders, or agents.

**12.9 Validity of Acts.** Any act of a Trustee is valid notwithstanding any irregularity in the appointment of this Trustee or a defect in the qualifications of the Trustee.

**12.10 Limitation of Liability.** Subject to observance of the standard of care set out in section 12.3, the Trustees 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; or
- (d) any claim against the Trust arising from the payment of funds by the Trustees to Tla'amin Nation to permit the Tla'amin Nation to carry out activities approved by the Trustees, provided that the payment is made in accordance with this Trust Deed.

**12.11 Litigation Indemnity.** The Trustees may pay out of the Income or 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 solicitor and own client basis incurred by the Trustees, or anyone or more of them, in connection with the prosecution, defence, compromise or settlement of any claim, demand, law suit or other proceeding brought by or against the Trustees, or the Trust or anyone or more of the Trustees in connection with the Trust, or an application to a Court by anyone 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 12.3, acted in bad faith or was guilty of willful misconduct in the performance of his or her 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 authorized by the Trustees to be paid under this section.

**12.12 Contracts of this Trust.** The Trustees shall make all reasonable efforts to include in every contract entered into by or on behalf of this Trust, whether by the Trustees, or otherwise a provision substantially to the following effect:

“The parties hereto acknowledge that the Trustees are entering into this agreement solely in their capacity as Trustees on behalf of the Qames ?əms tala and the obligations of this Trust hereunder shall be binding upon the Trustees only in such capacity, provided that recourse to the Trustees in such capacity, or in any manner in respect of any indebtedness, obligation or liability of this Trust arising hereunder or arising in connection herewith or from the matters to which this agreement relates, if any, including without limitation claims based on negligence or otherwise tortious behaviour, shall be limited to, and satisfied only out of, the property of the Qames ?əms tala trust as defined in that trust deed dated at the Settlement Date as amended, supplemented or restated from time to time.”

If, notwithstanding this provision, a Trustee shall be held liable to any person by reason of the omission of such statement from any such agreement, undertaking or obligation, this Trustee shall be entitled to indemnity and reimbursement out of the Trust Property to the full extent of such liability in accordance with the terms of this Trust Deed.

**12.13 Disclosure of Potential Conflict.** 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 whose Immediate Family stands to benefit from 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,

will disclose in writing to the other Trustees, or 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 this Trustee’s interest.

**12.14 Timing of Disclosure.** The disclosure required of a Trustee by section 12.13 will be made when this Trustee becomes aware of a conflict or potential of a conflict and, at that time, gives written notice of the conflict to the other Trustees.

**12.15 Trustee not to Participate.** A Trustee described in section 12.13 will not take part in, and shall not be present at, discussions or deliberations concerning any such material contract and will not vote on any resolution regarding said contract.

**12.16 Extent of Disclosure.** For the purposes of section 12.13, a Notice to the other Trustees by a Trustee declaring that the Trustee is a director or officer of, or has a material interest in, an entity and is to be regarded as interested in any material contract made with that entity, is a sufficient declaration of interest in relation to any material contract so made.

**12.17 Effect of Disclosure.** A material contract is neither void nor voidable by reason of a relationship contemplated in section 12.13 or by reason only that a Trustee with an interest in the material contract is present, or is counted to determine the existence of quorum, at a meeting of Trustees that authorized or approved the material contract if this Trustee disclosed his or her interest in accordance with section 12.13, and the material contract was approved by the Trustees.

**12.18 Trustees purchasing Trust Property.** No Trustee may purchase any of the Trust Property.

**12.19 Trustees not Required to Interfere in Management.** With respect to any company or subsidiary which the Trustees directly or indirectly control:

- (a) the Trustees are not required to interfere in the management of that company and may leave the management (including the payment of dividends), wholly to the directors of that company as long as they have no notice of any dishonesty or misappropriation of monies by any director or a failure of a director to discharge his or her fiduciary obligation or to comply with any other legal obligation; and
- (b) no Beneficiary may require the Trustees to cause the company to pay dividends on any shares forming part of this Trust Property.

**12.20 Time Commitment.** The Trustees in their capacity as Trustees are not required to devote their entire time to the administration of this Trust.

**12.21 Survival of Indemnities.** All indemnities, all limitations of liability and all other provisions for the protection of the Trustees provided for in this Trust Deed shall survive the termination of this Trust Deed and the removal or resignation of a Trustee under Part 16.

## **PART 13 POWERS OF TRUSTEES**

*To ensure certainty, as well as to ensure that there are no conflicts with traditional trust law principles, this "Powers of Trustees" section outlines the general and specific powers of the Trustees.*

**13.1 General Authority of Trustees.** Subject to any restriction expressly contained in this Trust Deed, the Trustees shall have all the powers of a natural person acting as the beneficial owner in relation to the Trust Property and such powers shall, to the extent permitted by law, not be restricted by any principle of construction or rule or requirement of the proper law of this Trust but shall be interpreted in their widest sense notwithstanding that certain powers are hereinafter more particularly set forth.

**13.2 Specific Powers of Trustees.** In addition to all other powers given to them by this Trust Deed and the general rules of law, for greater certainty it is confirmed that the Trustees shall have the specific powers and authority set out below:

- (a) **Convert or Keep.** The Trustees may:
  - (i) convert the Trust Property, or any part of it, into money or other property, and decide how, when, and on what terms to hold it; and
  - (ii) keep the Trust Property, or any part of it, in the form it is in for as long as the Trustees decide. This power applies even if:
    - A. the property is not an investment authorized under this Trust;
    - B. there is a debt owing on the property; and
    - C. the property does not produce income; or
    - D. any one or more of (A), (B) or (C) above apply.
- (b) **Investing.** Subject to Part 10, when holding, keeping or investing the Trust Property, or any part of it, the Trustees may:
  - (i) invest in any form of property or security in which a prudent investor might invest, including a security issued by a mutual fund;
  - (ii) invest directly or indirectly, in one or more corporations;
  - (iii) invest the Trust Property in any investments both inside and outside of Canada as the Trustees decide;
  - (iv) pay costs, fees and expenses, associated with the foregoing activities or incidental thereto; and
  - (v) engage in all activities ancillary or incidental to any of those activities set forth in the preceding paragraphs.
- (c) **Incorporating.** Subject to Part 10 and the restriction in section 13.3, the Trustees may:
  - (i) incorporate a company or society under the laws of any jurisdiction (both inside and outside Canada) for the purpose of investing the whole or any part of the Trust Property in securities of that company; and
  - (ii) sell any assets of the Trust Property to a company incorporated by the Trustees, controlled by the Trustees or controlled by or for any Beneficiaries, in return for securities, whether secured or unsecured, of that company and retain those securities for so long as the Trustees decide.
- (d) **Banking Arrangements.** The banking activities of this Trust, or any part thereof, shall be transacted with a Financial Institution, shall be transacted on this Trust's behalf by such one or more officers of the Trustees and/or other persons as the Trustees may designate, appoint or authorize including, but without restricting the generality of the foregoing:
  - (i) the operation of this Trust's accounts;

- (ii) the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, bankers' acceptances, bills of exchange, letters of credit and orders for the payment of money;
  - (iii) the giving of receipts for any orders relating to any Trust Property;
  - (iv) the execution of any agreement relating to any Trust Property;
  - (v) the execution of any agreement relating to any such financial services business and defining the rights and powers of the parties hereto; and
  - (vi) the authorizing of any officer of such Financial Institution, or any trustee or agent thereof to do any act or thing on this Trust's behalf to facilitate such banking business.
- (e) **Option.** The Trustees may grant any option or right of first refusal to any person to purchase or lease any Trust Property for any period and on whatever terms the Trustees decide.
- (f) **Securities.** The Trustees may join in or take any action in respect of any securities forming part of the Trust Property and may exercise any rights, powers and privileges with respect to those securities, including voting rights.
- (g) **Vote To Office.** The Trustees may vote for the election of anyone or more of them to any board, office or committee.
- (h) **To Acquire Securities.** The Trustees may exercise any subscription rights or take up the proportion of any increased capital to which, as holders of any securities, the Trustees may be entitled and purchase any securities in any entities.
- (i) **Consent to Reorganization.** The Trustees may promote and consent to any reconstruction, reorganization, amalgamation, consolidation, readjustment or liquidation of any entity the securities of which form part of the Trust Property and may accept any securities in that entity or in any other entity in exchange for the securities held by the Trustees.
- (j) **Voting & Other Agreements.** The Trustees may enter into any voting, pooling, shareholder, partnership or other agreements and may deposit any securities or assets to be held under any of those agreements with any organization or depository.
- (k) **Proxies.** The Trustees may give proxies or powers of attorney with or without power of substitution to any person to vote or act on behalf of the Trustees with respect to any securities.
- (l) **Loans.** The Trustees may invest the Trust Property as loans in accordance with section 10.1(b) and 10.1(d).
- (m) **Further Powers Dealing with Property.** Subject to any restrictions contained in other provisions of this Trust Deed, the Trustees, with respect to any property forming part of the Trust Property, may exercise any rights, powers, and privileges in connection with that property including:

- (i) managing any of that property;
  - (ii) spending money out of Capital and Income, or either, to repair, convert, improve, or rebuild any of that property;
  - (iii) razing any building on that property;
  - (iv) erecting a building on that property;
  - (v) insuring any of that property against whatever risks and in whatever amounts the Trustees decide;
  - (vi) renting, leasing, or allowing the use or occupancy of any of that property for any period of time and on whatever terms that the Trustees decide;
  - (vii) terminating or accepting the surrender of any lease or rental arrangement concerning that property;
  - (viii) granting any option or right of first refusal to any person to purchase or lease that property for any period of time and on whatever terms the Trustees decide;
  - (ix) paying off or renewing any mortgages on that property;
  - (x) paying any person in any profession, trade, or business to transact any business or trade, or to do any act in relation to that property;
  - (xi) transferring that property in exchange for other property on whatever terms and conditions the Trustees decide;
  - (xii) making or repairing roads, fences and drains on that property;
  - (xiii) granting or releasing easements or rights of way on that property; and
  - (xiv) subdividing that property, signing subdivision plans, and if any part of the property is required for public roads or access, dedicating or conveying that part of it to the Crown or any municipality or similar competent authority.
- (n) **Act as Surety, Guarantor.** The Trustees may:
- (i) give, extend, continue or renew any surety, guarantee, bond, covenant or indemnity with respect to any contract, debt, guarantee or other obligation of any person or entity, unlimited or limited in amount, with or without consideration and with or without security; and
  - (ii) give any security for any obligation of the Trustees under section 13.2(n)(i) provided that such security shall only be granted to Beneficiaries if there is an existing policy established by the Trustees from time to time with respect to financial assistance to Beneficiaries and such granting of security is determined by the Trustees to comply with such policy.
- (o) **Insurance.** The Trustees may insure against any risk, including public liability, in whatever amounts the Trustees decide.

- (p) **Life Insurance.** The Trustees may:
- (i) apply for and purchase insurance on the life of any person;
  - (ii) use any part of this Trust Property to pay or prepay any premium on any insurance policy;
  - (iii) exercise all rights in respect of those insurance policies;
  - (iv) dispose of any insurance policy,
- and any such insurance policies will be Authorized Investments of this Trust.
- (q) **Compromise Claims.** The Trustees may bring, compromise, settle or waive any claim due to or due by this Trust for whatever consideration and on whatever terms the Trustees decide and may submit that claim to arbitration or other dispute resolution procedure.
- (r) **Move Trust Property to Another Jurisdiction.** Subject to section 2.6, the Trustees may hold or move any part of this Trust Property anywhere at any time.
- (s) **Depreciation Reserves.** The Trustees may:
- (i) provide for depreciation or depletion reserves to be charged against the Income arising from depreciable or depleting assets held in the Trust Property;
  - (ii) decide the rate of depreciation or depletion to be taken annually;
  - (iii) set aside in each year any sums reserved for depreciation or depletion and:
    - A. those sums will form part of the Capital of this Trust Property from which the sums arise; and
    - B. Income arising from this Trust Property will be the Income of this Trust Property after providing for those reserves for depreciation and depletion.
- (t) **Execute Documents.** The trustees may execute or have executed such further documents as may be required to carry out the intent of this Trust Deed; and
- (u) **Make Rules and Policies.** The Trustees may 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 trusts generally.
- 13.3 Carry on or Acquire an Interest in Business.** This Trust shall not:
- (a) carry on a business; or
  - (b) acquire any beneficial interest in a trust engaged in a business where one or more of the Tla'amin Nation, Tla'amin Settlement Trust or Tla'amin Citizens, either alone or in combination, hold more than ten percent of all of the beneficial interests in the Trust.

**13.4 Allocate this Trust Property.** When the Trustees divide or disburse any part of the Trust Property they may decide which assets of the Trust Property to allocate to any share or interest in the Trust Property (and not necessarily equally among any shares or interests) and the value of each of those assets. Whatever value the Trustees attribute to those assets will be final and binding on everyone interested in this Trust.

**13.5 Professional Assistance and Agents.** The Trustees:

- (a) need not act personally but may retain and rely upon the advice of, and delegate the Trustees' powers to, lawyers, accountants, agents and other professionals or advisors as the Trustees decide will assist them in the discharge of their duties;
- (b) without limitation, may from time to time:
  - (i) retain accountants in matters relating to the preparation of tax returns, Trustees' accounts and valuation of assets;
  - (ii) retain a corporate trustee to act as the Trustees' agent for the management of all or any part of the Trust Property;
  - (iii) retain the services of one or more Financial Advisors to advise the Trustees with respect to the investment of all or any part of the Trust Property;
  - (iv) delegate to any such corporate trustee or advisor any and all discretionary powers given to the Trustees with respect to the investment of such assets; and
  - (v) terminate any of those arrangements;
- (c) permit any person to have possession or control of all or any part of the Trust Property;
- (d) place assets in the custody of a corporate trustee or advisor and may transfer assets to the name of that corporate trustee or advisor or its nominee;
- (e) pay the reasonable compensation of those professionals, agents or advisors retained to provide services to the Trust; and
- (f) will not be liable for any neglect, omission, misconduct or default of any of those professionals, agents or advisors nor for any loss or damage resulting from any delegation to a professional, agent or advisor or any action taken relying on the advice of a professional, agent or advisor notwithstanding that the retainer of that professional, agent or advisor was not strictly necessary, provided that the professional, agent or advisor was selected and retained with reasonable care.

**13.6 Payment of Duties and Taxes.** The Trustees may pay out of the Income or Capital of the Trust Property, as the Trustees may from time to time decide, any taxes or other imposts payable in connection with, or payable by any Beneficiary in respect of, this Trust Property or any part of it.

**13.7 Elections under the *Income Tax Act***

- (a) The Trustees may make any allocations, elections, and disbursements the Trustees decide are in the best interests of the Trust Property as a whole, including any allocations and elections under the *Income Tax Act*.
- (b) The Trustees may make those allocations or elections, in whatever manner and proportions the Trustees decide, among the Beneficiaries and any one or more of them to the exclusion of any others.
- (c) As a result of any of those allocations, elections or disbursements made in good faith, the Trustees will not be considered to have breached any duty to maintain an even hand among the Beneficiaries and the Trustees will not be liable for any loss to the Trust Property or to any Beneficiary.

**13.8 Source of Net Taxable Income.** In the course of exercising the Trustees' discretion to pay or apply amounts of the Net Taxable Income to or for the benefit of one or more Beneficiaries, the Trustees may decide:

- (a) whether such payments or applications will be made from and consist of such a part of the Net Taxable Income that will be comprised of taxable capital gains, taxable dividends (including deemed dividends), capital dividends, stock dividends as those terms are defined for the purposes of the *Income Tax Act*, or any other type or source of Income; and
- (b) which type or source of Net Taxable Income is being paid or applied to the Beneficiaries in any proportion which the Trustees decide.

**PART 14  
GUARDIAN**

<p><i>This "Guardian" section outlines the appointment procedure for the Guardian as well as the Guardian's powers and duties.</i></p>
--

**14.1 Appointment and Term of Initial Guardian.** The Initial Guardian shall be subject to the provisions of this Part, with the exception of s. 14.2. The Initial Guardian shall be appointed by the Tla'amin Government for a term of six (6) years.

**14.2 Appointment and Term of Guardians.** The Guardians shall be appointed at the Tla'amin Community Trust Meeting for a term of six (6) years. The Guardian may be reappointed for a subsequent term or terms without restriction on the number of terms or years served. The Guardian shall acknowledge his or her appointment by execution of a consent in the form set out in Schedule "A".

**14.3 Qualifications of Guardian.** To be eligible to serve as the Guardian, the Person must:

- (a) be a member of or hold a certification recognized by a professional or regulatory body for law, accounting or another regulated profession; and
- (b) meet any additional qualifications established by the Tla'amin Community Trust Meeting, except as provided under this Part.



**14.4 Restrictions as to Guardian.** No person who:

- (a) is an Immediate Family member of a Trustee;
- (b) is a minor;
- (c) is an elected member of the Tla'amin Government, including a member of the Tla'amin Government Executive;
- (d) is a director or officer of any corporation fifty percent (50%) or more of the voting shares of which are owned by the Tla'amin Government or the Tla'amin Nation either directly or indirectly unless such corporation is a general partner of a limited partnership in which this Trust owns twenty percent (20%) or more of the limited partnership's equity;
- (e) has declared bankruptcy or been adjudged by a court of competent jurisdiction to be bankrupt;
- (f) has been declared by a court a court of competent jurisdiction to be mentally incompetent; or
- (g) has been convicted of:
  - (i) an indictable offence in the past five years; or
  - (ii) any offence involving property held as a trustee or fiduciary,may be the Guardian.

**14.5 Powers and Duties of Guardian.** In addition to any powers or duties in this Part 14, the Guardian has those powers and duties set forth in this Trust Deed, including:

- (a) approval of loan prepayment (section 4.2(1));
- (b) approval of disbursements (sections 7.1(c) and (d));
- (c) approval of Trustee honoraria (section 9.4);
- (d) approval of Investment Policies (section 10.2);
- (e) approval of administrative amendments of this Trust Deed (section 20.3);
- (f) appointing, replacing and removing Trustees of this Trust and powers related thereto (Part 16);
- (g) approving substantive variations of this Trust Deed (section 20.1); and
- (h) providing written notice for the Tla'amin Community Trust Meeting (section 17.1).

**14.6 Attendance and Role at Trustee Meetings.** The Guardian must attend all Trust Meetings but shall not have voting rights.

**14.7 Attendance and Role at Tla'amin Community Trust Meetings.** The Guardian must attend all Tla'amin Community Trust Meetings but shall not have voting rights.

**14.8 Incompetent Individual Guardian.** The Guardian will be considered to be incompetent when the Guardian is found to be incapable of managing his or her affairs by a court of competent jurisdiction in the jurisdiction in which the Guardian resides or when two medical doctors, both being members of the College of Physicians and Surgeons of British Columbia, or comparable medical professional self-governing organization in the province in which the Guardian resides, each provide a statutory declaration in which he or she declares that the Guardian is incapable of managing his or her affairs by reason of mental or physical infirmity.

**14.9 Incapable Corporate Guardian.** A corporate Guardian will cease to be a Guardian if it enters into liquidation or dissolution, whether compulsory or voluntary, not being merely a voluntary liquidation for the purposes of amalgamation or reorganization.

**14.10 Resignation of Guardian.** The Guardian may resign by giving ninety (90) days' written notice to the Trustees.

**14.11 Replacement Guardian.** Subject to sections 14.2 and 14.3, the Guardian may by instrument appoint any person as a substitute Guardian. Such appointment shall be by will or by deed provided that such appointment will be temporary until confirmed or replaced at the next meeting of the Tla'amin Community Trust Meeting.

**14.12 Removal of Guardian.** Following the fifth anniversary of the Settlement Date, the Guardian may be removed from office by a resolution of two thirds of those Tla'amin Citizens in attendance, either physically or by approved electronic means, at the Tla'amin Community Trust Meeting. The resolution shall designate a replacement Guardian. The power to remove the Guardian may be exercised at any time if:

- (a) the Guardian is convicted of an indictable offence; or
- (b) the Guardian is bankrupt or is convicted of any offence involving property held by the Guardian as a trustee or fiduciary.

**14.13 Succession of Guardian.** If at any time there is no Guardian, or the Guardian is incapable of acting for any reason, an interim successor Guardian shall be appointed by the Tla'amin Government Executive until a permanent Guardian is appointed at the next meeting of the Tla'amin Community Trust Meeting. Any interim successor Guardian must meet the eligibility requirements outlined in sections 14.2 and 14.3.

**14.14 Indemnification of Guardian.** The Guardian and each of their directors, officers, employees, shareholders and agents, and each of their successors and assigns (collectively, the "Indemnified Parties") shall be indemnified from the Trust Property in respect of:

- (a) any liability and all losses, damages, costs, charges and expenses sustained or incurred in respect of any action, suit or proceeding that is proposed or commenced against any Indemnified Party, as the case may be, for or in respect of any act, omission or error in respect of this Trust and such person's execution of all duties and responsibilities and exercise of all powers and authorities pertaining thereto;
- (b) any liability and all losses, damages, costs, charges and expenses sustained or incurred in respect of any action, suit or proceeding that is proposed or commenced against the

Indemnified Party, as the case may be, in respect of the Indemnified Party providing or omitting to provide service to this Trust or otherwise performing obligations as delegated or otherwise contemplated hereunder;

- (c) all other costs, charges, taxes, penalties and interest in respect of unpaid taxes or other tax matters; and
- (d) all other expenses and liabilities sustained or incurred by an Indemnified Party in respect of the administration or termination of this Trust.

In each case the indemnity shall include the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of counsel to the Indemnified Parties that may be incurred in obtaining advice with respect to and defending any action, suit, proceedings, investigation or claim that may be made or threatened against any Indemnified Party, or that may be incurred in enforcing this indemnity, unless and to the extent any of the foregoing arise principally and directly out of the gross negligence, wilful default or fraud of the Indemnified Party, in which case the provisions of this paragraph shall not apply.

## **PART 15 TRUSTEES' PROCEDURES**

*This section outlines the procedures for conducting Trustees' meetings and for making decisions regarding Trust Property. This section establishes that decisions must be made by a majority of Trustees, that decisions must be made in writing, and that minutes must be taken of all meetings.*

**15.1 Trustees' Procedure.** Except as expressly provided otherwise in this Trust Deed, the Trustees may adopt their own policies and procedures to govern the administration of this Trust and without limitation, and in addition to the specific powers, authorities and discretions in Part 13 of this Trust Deed, the Trustees may:

- (a) divide their duties among themselves as they decide; and
- (b) delegate, in writing, any and all powers, authorities and discretions vested in or imposed upon the Trustees by this Trust Deed, to any person provided that the Trustees:
  - (i) may only delegate powers, authorities and discretions relating to the management, administration and operation of this Trust or any asset forming part of the Trust Property, and
  - (ii) shall not delegate any powers, authorities and discretions relating to the disbursement of the Trust Property to or for the Beneficiaries.

**15.2 Disagreement Among Trustees.** If one or more of the Trustees disagree with a decision of the Trustees, those Trustees who disagree must execute any documents or do any acts as required to carry out the decision of the majority of the Trustees and are exonerated from any liability resulting from executing those documents or doing those acts.

**15.3 Trustees' Meetings.** The following rules shall govern Trustees' meetings:

- (a) The Trustees shall meet as often as required for the efficient administration of this Trust provided that the Trustees shall meet at least once every calendar quarter;
- (b) Notice of every meeting of the Trustees must be provided to each Trustee and the Guardian at least fourteen (14) 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 may be given by any one Trustee and will state the place, day and hour of the meeting;
- (c) In the event the Trustees fail to hold quarterly Trustee meetings, the Guardian may provide Notice to the Trustees of their next meeting; and
- (d) A quorum for Trustee meetings will require the presence of three (3) of the Trustees then in office. A Chair will be appointed by majority vote of the Trustees in attendance from among their number.

**15.4 Role of Youth Trustee at meetings.** The Youth Trustee shall be entitled to vote on all matters before the Trustees. The Youth Trustees presence may contribute towards quorum but his or her presence shall not be required for quorum.

**15.5 Waiver of Notice.** 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.

**15.6 Participation by Electronic Means.** A Trustee may participate in a meeting of the Trustees by means of electronic communication provided that all Trustees participating in the meeting can communicate with one another. A Trustee participating in a meeting in accordance with this section will be:

- (a) deemed to be present at the meeting;
- (b) deemed to have so consented;
- (c) counted in the quorum; and
- (d) entitled to speak and vote at the meeting.

**15.7 Trustees' Resolutions.** In order to approve any matter by a Trustees' Resolution, unless otherwise specified in this Trust Deed the following requirements must be met:

- (a) approval by a majority of the Trustees in attendance at a duly called meeting or evidenced in writing;
- (b) with respect to a disbursement to the Beneficiaries of any Trust Property, a determination of a qualifying disbursement; and
- (c) the Trustees have used their best efforts to obtain a consensus.

**15.8 Minutes.** Minutes of decisions made and resolutions adopted shall be recorded in writing and provided to all Trustees and the Guardian.

## **PART 16 TRUSTEE APPOINTMENT AND REMOVAL**

*This section establishes the process for the appointment of Trustees and the eligibility criteria for those Trustees. This section also establishes the term of office for Trustees and the process to govern the termination of the office of Trustees.*

**16.1 Appointment and Term of Initial Trustees.** The Initial Trustees shall be subject to the provisions of this Part, with the exception of sections 16.2 and 16.7. The Initial trustees shall be appointed by the Tla'amin Government for staggered terms not to exceed four years in accordance with the recommendation of the Guardian. An Initial Trustee may be reappointed for a subsequent term or terms without restriction on the number of terms or years served.

**16.2 Appointment of Trustees.** The Guardian shall appoint the Trustees of this Trust, in consultation with the Settlor, such that there shall be at all times a minimum of three (3) Trustees under this Trust.

**16.3 Majority to be Tla'amin Citizens.** At all times the majority of Trustees shall be Tla'amin Citizens.

**16.4 Effective Date of Appointment.** The appointment of a Trustee will be effective as of the later of:

- (a) the date specified in the instrument under which that person is appointed; and
- (b) the date of an original, executed copy of the consent of that person to act as Trustee is delivered to the office of this Trust.

**16.5 Qualifications of Trustees.** To qualify as a Trustee, the Person will have satisfactorily completed an accredited community trustee training program or similar training required by the Guardian, or undertaken to complete such training within a reasonable period of time of his or her appointment as a Trustee and satisfy any other conditions established by the Guardian.

**16.6 Restrictions as to Trustees.** The following Persons may not be a Trustee:

- (a) a minor;
- (b) an Immediate Family Member of the Guardian;
- (c) a person who has declared or been adjudged a bankrupt by a court of competent jurisdiction;
- (d) a person who has been declared by a court of competent jurisdiction to be mentally incompetent of managing his or her affairs;

- (e) a person who has been convicted of:
  - (i) an indictable offence in the past five years; or
  - (ii) any offence involving property held as a fiduciary or a trustee;
- (f) an elected member of the Tla'amin Government, including a member of the Tla'amin Government Executive; or
- (g) a director or officer of any corporation fifty percent (50%) or more of the voting shares of which are owned by the Tla'amin Government or the Tla'amin Nation either directly or indirectly unless such corporation is a general partner of a limited partnership in which this Trust owns twenty percent (20%) or more of the limited partnership's equity.

**16.7 Term of Office of Trustees.** The Trustees appointed to replace the Initial Trustees shall be appointed by the Guardian for terms of no more than four (4) years. A Trustee may be reappointed for a subsequent term or terms without restriction on the number of terms or years served.

**16.8 Appointment of Subsequent or Replacement Trustees.** Upon the expiry of the term of office, the incompetence, the resignation or the death of any Trustee, or the removal of a Trustee by the Guardian, the Guardian may appoint a replacement Trustee. The Guardian shall be required to review the qualifications of a proposed replacement Trustee and may either accept or reject such nomination based on their qualifications. Any replacement Trustees approved by the Guardian shall commence their appointment on the expiry of the term of their predecessor, except in the event of a Trustee who has ceased to act prior to the end of their term, in which case the replacement Trustee shall commence their appointment immediately and shall serve as a replacement Trustee for the balance of their predecessor's term.

**16.9 Youth Trustee.** The Guardian may appoint a Youth Trustee for a term of one year. A Youth Trustee may be reappointed for successive terms in the discretion of the Guardian.

**16.10 Qualifications of Youth Trustee.** The Youth Trustee must be a Tla'amin Citizen between the ages of 19-25 years. The Youth Trustee is subject to the qualifications and restrictions outlined in sections 16.5 and 16.6 respectively.

**16.11 Consent to Act.** All Trustees shall execute and deliver to the Trustees a consent to act as Trustee in the form attached hereto as Schedule "B".

**16.12 Termination of Office of Trustees.** A Trustee shall serve until the occurrence of the earlier of:

- (a) the Trustee provides written Notice of resignation to the other Trustees and the Guardian;
- (b) the Trustee is convicted of an indictable offence;
- (c) the Trustee is bankrupt or is convicted of any offence involving property held by this Trustee as a trustee or fiduciary;
- (d) the Trustee is declared by a court to be mentally incompetent;

- (e) the Trustee ceases to be a Tla'amin Citizen where ceasing to be a Tla'amin Citizen would violate s. 16.3;
- (f) the term of office of this Trustee expires;
- (g) the Trustee dies;
- (h) the Trustee is elected as a member of Tla'amin Government;
- (i) the Trustee becomes a director or officer of any corporation fifty percent (50%) or more of the voting shares of which are owned by the Tla'amin Government or the Tla'amin Nation either directly or indirectly unless such corporation is a general partner of a limited partnership in which this Trust owns twenty percent (20%) or more of the limited partnership's equity;
- (j) the Trustee misses three consecutive meetings of the Trustees without reasonable cause; or
- (k) the Trustee is removed by the Guardian for failing to comply with this Trust Deed or for the reasons set out in subsections (a)-(j) above.

**16.13 Trustee required to transfer property.** On termination of the office of a Trustee, the Trustee must transfer all property to the remaining Trustees.

**16.14 Not required to Examine Books.** A new Trustee is not required to examine, question, verify or audit the books, records or accounts of this Trust prior to the date of his or her appointment as a Trustee.

**16.15 Notices of Changes in Trustee.** Notice of any change of Trustees signed by the continuing Trustee or Trustees, if any, and the new Trustee or Trustees, if any, may be endorsed on or attached to this Trust Deed. Any person dealing with this Trust may rely on that Notice to identify the Trustees of this Trust.

**16.16 Reliance by Third Party.** Any person dealing with this Trust may rely on a copy of this Trust Deed and any Notices referred to in section 16.3 if that copy and Notices, if any, have been certified by the Trustees or a notary public to be a true copy of this Trust Deed and any Notices.

## **PART 17 TLA'AMIN COMMUNITY TRUST MEETING**

**17.1 Notice for meeting.** Upon the written request of a majority of the Trustees or at least forty (40) Tla'amin Citizens, the Guardian shall provide notice to convene the Tla'amin Community Trust Meeting and, whether or not requested by the Trustees or Tla'amin Citizens, the Guardian shall provide such notice at least once each calendar year. If the Guardian fails to provide such notice, the notice may be given by the Trustees.

**17.2 Form of notice.** Notice of every meeting of the Tla'amin Community Trust Meeting must be posted at the offices of the Tla'amin Government Executive and other public locations, as appropriate, at least fourteen (14) 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 and set out a draft agenda for the meeting.

**17.3 Quorum.** The quorum of the Tla'amin Community Trust Meeting shall be forty (40) Tla'amin Citizens who are the age of majority as of the date that the Tla'amin Community Trust Meeting is convened.

**17.4 Participation by Electronic Means.** A Tla'amin Citizen may participate in a Tla'amin Community Trust Meeting by means of electronic communications provided that all persons participating in the meeting are able to communicate with each other. A Tla'amin Citizen participating in a meeting in accordance with this section will be:

- (a) deemed to be present at the meeting;
- (b) deemed to have so consented;
- (c) counted in the quorum; and
- (d) entitled to speak and vote at the meeting.

**17.5 Policies and procedures.** The Tla'amin Community Trust Meeting may adopt, and amend from time to time, such policies and procedures as it may reasonably deem appropriate.

**17.6 Chair of the Meetings.** Unless the Tla'amin Community Trust Meeting makes policies or procedures that provide otherwise, the Guardian or a Trustee will chair the Tla'amin Community Trust Meetings.

**17.7 Powers and Duties of the Tla'amin Community Trust Meeting.** In addition to any powers or duties in this Part 17, the Tla'amin Community Trust Meeting has those powers and duties set forth in this Trust Deed, including:

- (a) participation in the consultations conducted by the Trustees with respect to the establishment of any Investment Policy (section 10.2);
- (b) review of the audited financial statements delivered by the Trustees (sections 12.2(e), 18.4 and 18.6);
- (c) appointment of the Guardian (section 14.1);
- (d) establishment of additional qualifications for the Guardian (section 14.2);
- (e) confirmation or replacement of a substitute Guardian appointed by the Guardian (section 14.10);
- (f) removal of the Guardian and designate a replacement (section 14.11);
- (g) confirmation or replacement of an interim successor Guardian appointed by the Tla'amin Government Executive (section 14.12); and
- (h) approval of variations of the provisions of this Trust Deed (sections 20.1 and 20.3).



**17.8 Motions and resolutions.** If the Tla'amin Community Trust Meeting cannot reach consensus, a majority vote of the Tla'amin Citizens present shall be required for the approval of motions and resolutions with the exception of a resolution removing the Guardian which shall require a vote of two-thirds of Tla'amin Citizens in attendance at a Tla'amin Community trust Meeting.

## **PART 18 AUDITORS**

*This section establishes that any Auditor retained by this Trust must be independent and qualified pursuant to the laws of the province. This section also outlines the process for appointing and removing auditors as well as the scope of any audit of Trust Property.*

**18.1 Qualifications of Auditors.** The Auditors shall be an independent, professionally recognized firm of accountants qualified to perform public audits in accordance with the laws of British Columbia.

**18.2 Appointment of Auditors.** The Trustees shall appoint the Auditors of this Trust and shall set such remuneration as may be approved by the Trustees from time to time.

**18.3 Removal of Auditors.** The Auditors may at any time be removed by the Trustees and, upon the resignation or the removal of Auditors as aforesaid, new auditors shall be appointed by the Trustees.

**18.4 Reports of Auditors.** The Auditors shall provide an auditors' report together with the annual audited financial statements of this Trust to the Trustees who shall be responsible for disbursing those financial reports to the Guardian, the Tla'amin Community Trust Meeting and the Tla'amin Government Executive.

**18.5 Scope of Audit.** The Auditors shall be required to undertake an audit of this Trust as provided in section 19.3 and append to such audit any schedule detailing the uses of Trust Property if mandated pursuant to section 5.2.

**18.6 Compliance Audit.** The Trustees will appoint a Qualified Professional to undertake a Compliance Audit every two years.

## **PART 19 ACCOUNTS, RECORDS AND FINANCIAL STATEMENTS**

*This section outlines the obligations of the Trustees to ensure that proper accounts of this Trust are kept, audited yearly, and made available for inspection. This section also stipulates that the fiscal year of this Trust shall end annually on December 31.*

**19.1 Records.** The Trustees shall keep, or cause to be kept, such books, records and accounts as are necessary and appropriate to document the Trust Property and each transaction of this Trust. Without limiting the generality of the foregoing, the Trustees will keep a list of assets of this Trust, a copy of this Trust Deed and a list of all Trustees.

**19.2 Safekeeping of Documents.** The Trustees shall provide for, or cause to be provided for, the safekeeping of all title documents and securities which form part of the Trust Property. The Trustees may, at the expense of this Trust, deposit any of those documents or securities in the custody of any bank, corporate trustee, stockbroker or other organization in any part of the world that provides custody of documents or securities as part of its business. The Trustees are not liable for any loss or damage arising out of those safekeeping arrangements.

**19.3 Annual Audited Financial Statements.** The Trustees will have the accounts of this Trust for each year prepared and audited by a qualified accountant appointed by the Trustees. The accountant will prepare and submit the following statements to the Trustees, Tla'amin Community Trust Meeting and the Tla'amin Government Executive:

- (a) a balance sheet;
- (b) an Income statement;
- (c) a statement of retained earnings; and
- (d) a statement of changes in financial position,

each setting forth, in comparative form, figures for the current year and for the corresponding period in the preceding year, presenting fairly the financial position, results of operations, or changes in financial position and prepared on a consistent basis in accordance with Generally Accepted Accounting Principles.

**19.4 Financial Statements.** The audited financial statements of this Trust will be available for post audit inspection by any Beneficiary or the Guardian or their authorized representatives during normal business hours upon reasonable notice to the Trustees.

**19.5 Maintenance of Records.** The Trustees will maintain a minute book for this Trust, which will include the following:

- (a) constating documents:
  - (i) an original executed copy of this Trust Deed;
  - (ii) an original executed copy of all amendments to this Trust Deed; and
  - (iii) an original executed copy of any restatement of this Trust Deed;
- (b) settlement records including all originally executed settlement agreements together with a copy of all cheques received in respect of any settlement funds;
- (c) Trustees' records including an original executed or materially certified true copy of all consents to act as Trustee and as a Guardian;
- (d) the minutes of all meetings and all resolutions of the Trustees;
- (e) contractual documents including a copy of all written agreements entered into by or on behalf of the Trustees;
- (f) financial records; and

(g) a copy of the financial statements of this Trust.

**19.6 Annual Reporting to Beneficiaries.** Subject to compliance with all applicable laws, the Trustees shall provide:

- (a) to the Guardian, Tla'amin Community Trust Meeting and the Tla'amin Government Executive, audited consolidated financial statements of this Trust, within the time period prescribed by any applicable securities legislation, the audited consolidated financial statements of this Trust for the most recently completed year together with the report of the Auditors thereon; and
- (b) to each Person who received a disbursement from this Trust during a year, within ninety (90) days after the end of such year, the tax reporting information relating to such year as prescribed by the *Income Tax Act*.

**19.7 Information Available to Beneficiaries.** Each Beneficiary shall have the right to obtain, on demand and on payment of reasonable reproduction costs, from the head office of this Trust, a copy of this Trust Deed and any trust deed supplemental hereto.

**19.8 Income Tax: Obligation of the Trustees.** The Trustees shall discharge, or cause to be discharged, all obligations and responsibilities of this Trust under the *Income Tax Act* or any similar provincial or territorial legislation, and neither this Trust nor the Trustees shall be accountable or liable to any Beneficiary by reason of any act or acts of the Trustees consistent with any such obligations or responsibilities.

**19.9 Income Tax: Designations.** In the return of its Income under Part I of the *Income Tax Act* for each year, this Trust shall make such designations to Beneficiaries with respect to any amounts disbursed or payable to Beneficiaries in the year as the Trustees in their sole discretion shall deem to be appropriate.

**19.10 Fiscal Year.** The Fiscal Year end of this Trust shall be established by the Trustees to be the taxation year end for inter-vivos trusts as set under the *Income Tax Act*, which is currently December 31.

## PART 20 VARIATION

*This "Variation" section outlines how the terms of this Trust Deed may be changed over time as well the consent requirements before a variation will be effective. This section also outlines those sections of this Trust Deed which cannot be amended.*

**20.1 Variation With Tla'amin Citizens' Consent.** Subject to section 20.2, the Trustees may at any time, by a Super Majority Resolution vary the provisions of this Trust Deed, provided that the variations are approved at a Tla'amin Community Trust Meeting in accordance with section 17.8, the Tla'amin Government Executive and the Guardian.

**20.2 Variations Evidenced in Writing.** Any variation shall be made in writing, dated as of the date of the Trustees' Resolution, and shall be attached as a schedule to this Trust Deed.

**20.3 The Administrative Power to Amend.** Notwithstanding section 20.1, the provisions of this Trust Deed may, with the consent of the Guardian, be amended by the Trustees in the limited circumstances set out below, but such amendments may be undertaken without the consent, approval or ratification of any of the Beneficiaries, a Tla'amin Community Trust Meeting or the Tla'amin Government Executive for the purpose of:

- (a) fostering compliance of this Trust with any applicable laws or requirements of any governmental agency or authority of Canada or of any province;
- (b) fostering the consistency of this Trust Deed with the provisions Tla'amin Tax Treatment Agreement;
- (c) removing or curing any conflicts or inconsistencies between the provisions of this Trust Deed or any supplemental trust deed and any other agreement of this Trust or any applicable law or regulation of any jurisdiction, provided that in the opinion of the Trustees the rights of the Trustees and of the Beneficiaries are not prejudiced thereby;
- (d) fostering favourable tax treatment for this Trust and the Beneficiaries, provided that no such variation may be inconsistent with:
  - (i) the purposes of this Trust set out in section 4.1, and
  - (ii) any applicable tax agreements, including the Tla'amin Tax Treatment Agreement; or
- (e) fostering the correction or rectification of any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions, provided that in the opinion of the Trustees, the rights of the Trustees and of the Beneficiaries are not prejudiced thereby.

The Trustees will provide written notice to the Beneficiaries of any amendment made to this Trust Deed under this section and, in particular, inform a Tla'amin Community Trust Meeting as soon as practicable about the amendment and the reason for the amendment.

## PART 21 PROPER LAW OF TRUST

*This section outlines that the governing law of this Trust is the law of British Columbia together with applicable Canadian law.*

**21.1 First Governing Law.** Unless changed pursuant to section 21.2, this Trust will be governed by and construed in accordance with the law of British Columbia and applicable Canadian law and the courts of British Columbia will have exclusive jurisdiction.

**21.2 Change Governing Law.** The Trustees may, by resolution, at any time for any reason the Trustees by a Super Majority Resolution decide, change the governing law of this Trust Deed or any one or more trusts created by it, to any other jurisdiction except a jurisdiction where the laws of that jurisdiction:

- (a) would permit the Settlor to revoke this Trust; or

- (b) would not permit the provisions of this Trust Deed to be carried out.

## **PART 22 GENERAL**

*This "General" section details certain administrative matters such as how notice is to be provided regarding matters dealt with under this Trust Deed and the severability of invalid or unenforceable provisions of this Trust Deed.*

**22.1 Authority.** Where any action by the Tla'amin Government Executive is required or provided for hereunder, the Trustees may rely, for the purposes of determining whether the action has been taken, upon a resolution expressed to have been passed at a meeting of Tla'amin Government Executive and held in accordance with its procedures.

**22.2 Severability.** If any provision of this Trust Deed shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Trust Deed in any jurisdiction.

**22.3 Notices.** 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:

- (a) delivered personally or by courier;
- (b) transmitted by facsimile transmission;
- (c) mailed by prepaid post in Canada; or
- (d) sent by e-mail.

**22.4 Delivery and Receipt.** A Communication will be considered to have been delivered and received:

- (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;
- (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
- (c) if mailed by prepaid post in Canada, ten days following the date on which the Communication was mailed.

**22.5 Addresses for Notice.** A Communication must be delivered, transmitted electronically, or mailed to the address of the intended recipient as set out below:

- (a) For the Settlor, at such address in use for business communications by the Tla'amin Government Executive from time to time;

- (b) For the Trustees, at such addresses set out in their most recent respective Consents to Act as Trustee and Notice of Address;
- (c) For the Guardian, at such address as set out in the most recent Consent to Act as Guardian and Notice of Address;
- (d) For the Tla'amin Community Trust Meeting, at such address in use for business communications by the Tla'amin Government Executive from time to time; and
- (e) For the Tla'amin Government Executive, at such address in use for business communications by the Tla'amin Government Executive from time to time.

**22.6 Change of Address.** A Trustee or the Guardian may change their postal address, facsimile number, or e-mail address, by providing an updated Consent to Act and Notice of Address to the other parties in the manner set out in section 22.3.

TO EVIDENCE THE ABOVE the parties have signed this Trust Deed under seal.

**TLA'AMIN NATION**

By: \_\_\_\_\_  
President:  
Dated:



By: \_\_\_\_\_  
Vice-President:  
Dated:



By: \_\_\_\_\_  
Secretary-Treasurer:  
Dated:



**TRUSTEES**

\_\_\_\_\_  
Lenora Ann Dickey



\_\_\_\_\_  
Alexander Hugenschmidt



\_\_\_\_\_  
Ann Laura Paul



---

Alisha Dorian Point



---

Kristi Marie Thiele



**THE GUARDIAN**

---

Daryn Leas



**SCHEDULE "A"**  
**TO THIS TRUST DEED OF**  
**TLA'AMIN SETTLEMENT TRUST**  
**DATED FOR REFERENCE ♦, 2016**

**CONSENT TO ACT AS GUARDIAN**

**and**

**NOTICE OF ADDRESS**

TO: Tla'amin Settlement Trust (the "Trust")

The undersigned hereby acknowledges the rights and duties governing the Guardian of this Trust as set forth in this Trust Deed dated April 5, 2016 and hereby consents to act as the Guardian of this Trust and be bound by the terms of this Trust Deed.

The undersigned further acknowledges that the address for receipt by the undersigned of Notices respecting Trust matters as required by this Trust Deed, until further notice, is:

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

SIGNED, SEALED and DELIVERED by \_\_\_\_\_ )  
\_\_\_\_\_ in the presence of: )  
\_\_\_\_\_)  
Signature \_\_\_\_\_) )  
Print Name \_\_\_\_\_) )  
Address \_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Occupation \_\_\_\_\_) )

**Name:** \_\_\_\_\_



**SCHEDULE "B"**  
**TO THIS TRUST DEED OF**  
**TLA'AMIN SETTLEMENT TRUST**  
**DATED FOR REFERENCE ♦, 2016**

**CONSENT TO ACT AS TRUSTEE**

**and**

**NOTICE OF ADDRESS**

TO: Tla'amin Settlement Trust (the "Trust")

The undersigned hereby acknowledges the rights and duties governing trustees of this Trust as set forth in this Trust Deed dated April 5, 2016 and hereby consents to act as trustee of this Trust and be bound by the terms of this Trust Deed.

The undersigned further acknowledges that the address for receipt by the undersigned of Notices respecting Trust matters as required by this Trust Deed, until further notice, is:

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

SIGNED, SEALED and DELIVERED by \_\_\_\_\_ )  
\_\_\_\_\_ in the presence of: )  
\_\_\_\_\_)  
\_\_\_\_\_)  
Signature \_\_\_\_\_) )  
\_\_\_\_\_) )  
Print Name \_\_\_\_\_) )  
\_\_\_\_\_) )  
Address \_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Occupation \_\_\_\_\_) )

**Name:** \_\_\_\_\_