

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, on their own behalf and on behalf of all members of the Ojibewa (Anishinaabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850

Plaintiffs

- and -

The Attorney General of Canada, The Attorney General of Ontario and His Majesty the King in Right of Ontario

Defendants

- and -

The Red Rock First Nation and The Whitesand First Nation

Third Parties

- and -

The Teme-Augama Anishnabai

Added Party Plaintiff

**MOTION RECORD OF THE PLAINTIFFS
RE PARTIAL JUDGMENT PURSUANT TO THE SETTLEMENT AGREEMENT**

DATED: February 19, 2024

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, on their own behalf and on behalf of all members of the Ojibewa (Anishinaabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850

Plaintiffs

- and -

The Attorney General of Canada, The Attorney General of Ontario and His Majesty the King in Right of Ontario

Defendants

- and -

The Red Rock First Nation and The Whitesand First Nation

Third Parties

- and -

The Teme-Augama Anishnabai

Added Party Plaintiff

**NOTICE OF MOTION FOR PARTIAL JUDGMENT
PURSUANT TO SETTLEMENT AGREEMENT**

THE PLAINTIFFS will make a motion, on consent of the Defendants and the Added Party Plaintiff, and unopposed by the Third Parties, before the Honourable Chief Justice Morawetz at such place or places as the court may determine.

PROPOSED METHOD OF HEARING: The motion is to be heard in writing, or orally by videoconference, or as otherwise directed by the court.

THE MOTION IS FOR a Partial Judgment in the form attached to this Notice of Motion as **Schedule “1”** (the “**Partial Judgment**”) giving effect to a Settlement Agreement fully executed by the Plaintiffs and Defendants on January 18, 2024.

THE GROUNDS FOR THE MOTION ARE:

1. This motion is brought by the Plaintiffs on consent of the Defendants and the Added Party Plaintiff and unopposed by the Third Parties pursuant to Rule 37.12.11 and 37.15 of the *Rules of Civil Procedure*.
2. The Plaintiffs and Defendants have fully executed a Settlement Agreement resolving that part of this action which relates to compensation for the alleged failure of the Crown to fulfill obligations to augment the annuity payable under the Robinson Huron Treaty from 1850 until January 18, 2024 ("Claim for the Past").
3. The Plaintiffs, on their own behalf and on behalf of all members of the Ojibewa (Anishinabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850, except those that are members of the Teme-Augama Anishnabai and the Temagami First Nation, approved the Settlement Agreement.
4. The following 21 Lake Huron First Nations, who have Robinson Huron Treaty beneficiaries within their populations and are collectively successors to the signatories of the Robinson Huron Treaty of 1850, namely: Atikameksheng Anishnawbek, Aundeck Omni Kaning First Nation, Batchewana First Nation of Ojibways, Dokis First Nation, Henvey Inlet First Nation, Magnetawan First Nation, M'Chigeeng First Nation, Mississauga #8 First Nation, Nipissing First Nation, Ojibways of Garden River First Nation, Sagamok Anishnawbek, Serpent River First Nation, Shawanaga First Nation, Sheguiandah First Nation, Sheshegwaning First Nation, Thessalon First Nation, Wahnapiatae First Nation, Wasauksing First Nation, Whitefish River First Nation, Wikwemikong Unceded Indian Reserve No. 26, and Zhiibaahaasing First Nation (collectively, the "Lake Huron First Nations"), approved the Settlement Agreement, in accordance with the procedures established in the Trust Indenture, which the said Lake Huron First Nations established to pursue the litigation and negotiation of the annuity action.
5. Each of the 21 Lake Huron First Nations passed First Nation Council Resolutions acknowledging that the Settlement Agreement had been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore the First Nation agrees to be bound by the terms and conditions of the Settlement Agreement.
6. Pursuant to its terms, the Settlement Agreement is effective as of January 18, 2024, the date that it was fully executed by the Plaintiffs and Defendants, but will be of no force and effect until the Partial Judgment is issued.
7. The Supreme Court of Canada has affirmed in numerous of its Decisions, that reconciliation is the fundamental purpose of the *Constitution Act, 1982*, section 35.

8. The Ontario Superior Court of Justice in this matter, *Restoule v Canada (Attorney General)*, 2018 ONSC 7701, encouraged a negotiated resolution in paragraph [491] of its Reasons for Judgment:

[491] The underlying purpose of the honour of the Crown is to facilitate the reconciliation of the pre-existing sovereignty of Indigenous peoples with the assumed sovereignty of the Crown.²⁷⁷ One way to achieve the reconciliation of interests in this case is to negotiate a resolution to the interpretation and implementation of the Treaties' promise. Negotiation has the benefit and advantage that it avoids judicially imposed outcomes. Negotiation has the further benefit that it facilitates the resolution of terms that are notoriously difficult to achieve in an adversarial process. The Supreme Court of Canada had held that, as opposed to litigation, "negotiation is a preferable way of reconciling state and Aboriginal interests."

9. On the appeal of this matter, *Restoule v. Canada (Attorney General)*, 2021 ONCA 779, the Ontario Court of Appeal stated at paragraph [333] of its Reasons for Judgment:

In our view, the best way to accomplish the task of reconciliation is through negotiation. Compared to continued litigation, with its attendant close judicial management, a modern agreement on the implementation of the Robinson Treaties, negotiated by the Treaty parties, is more likely to produce a strong, renewed Treaty relationship. True reconciliation will not be achieved in the courtroom.

10. Nothing in the Partial Judgment sought on this motion is intended to constitute a waiver by the Plaintiffs or Defendants of any settlement privilege that the Plaintiffs or Defendants claim over the Settlement Agreement or the settlement negotiations.
11. Such further and other grounds as counsel may advise, sufficiently in advance of the hearing.

THE FOLLOWING EVIDENCE will be relied upon in support of the Plaintiffs' motion:

12. The signed consents of the Plaintiffs and Defendants.
13. The Affidavit of Duke Peltier affirmed on February 14, 2024.

DATED: February 19, 2024

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SCHEDULE “1” – PARTIAL JUDGEMENT

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE) The _____ day of _____, 2024
CHIEF JUSTICE)
GEOFFREY B. MORAWETZ)
)

BETWEEN:

**Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and
Roger Daybutch, on their own behalf and on behalf of all members of the Ojibewa
(Anishinaabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850**
Plaintiffs

- and -

**THE ATTORNEY GENERAL OF CANADA, THE ATTORNEY GENERAL OF
ONTARIO and HIS MAJESTY THE KING IN RIGHT OF ONTARIO**
Defendants

- and -

THE RED ROCK FIRST NATION and THE WHITESAND FIRST NATION
Third Parties

- and -

THE TEME-AUGAMA ANISHNABAI
Added Party Plaintiff

PARTIAL JUDGMENT

Pursuant to Settlement Agreement

UPON THIS COURT ISSUING A REPRESENTATION ORDER, dated May 3, 2016, pursuant to Rule 12.08 of the *Rules of Civil Procedure*, on consent, that Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, are authorized to bring this proceeding, which concerns annuities under the Robinson Huron Treaty of 1850 (the “Treaty”), on their own behalf and on behalf of all members of the Ojibewa (Anishinabe) Nation who are beneficiaries of the Treaty, except those that are members of the Temagami First Nation;

AND UPON THIS COURT ISSUING A PARTIAL JUDGMENT on June 17, 2019 after a summary trial into issues, related to the interpretation and justiciability of the annuity terms in the Treaty, identified by agreement of the parties, in a motion for summary judgment (“Stage One”);

AND UPON THIS COURT ISSUING A FURTHER PARTIAL JUDGMENT on June 26, 2020, after a hearing into issues related to, *inter alia*, Crown defences of limitations and Crown immunity, identified in a motion for summary judgment (“Stage Two”);

AND UPON THE COURT OF APPEAL FOR ONTARIO ISSUING AN ORDER dated November 5, 2021, affirming this Court’s Stage Two partial judgment and amending this Court’s Stage One partial judgment, as set out in **Appendix A**;

AND UPON THE ORDER OF THE COURT OF APPEAL, *inter alia*, affirming the following paragraph of the Stage One partial judgment:

[2] THIS COURT ADJUDGES AND DECLARES THAT the principles governing the Treaty parties' implementation of the annuity provisions are to accord with this Court's determinations that:

- a) the Robinson Huron Treaty was negotiated by the Treaty parties around the Anishinaabe Council Fire at Bawaating (Sault Ste Marie) as a renewal of the ongoing relationship between the Anishinaabeg and the Crown grounded in the Covenant Chain alliance, and as a basis for continuing a mutually respectful and beneficial relationship going into the future; and
- b) the Treaty reflects the parties' common intention that their agreement was to allow both the Anishinaabeg and the Crown to realize the future opportunities and potential of the Treaty territory in a manner consistent with the Anishinaabe principles of respect, responsibility, reciprocity and renewal, and the intention of the Crown to act honourably, with justice or fairness, and with liberality or benevolence.

AND UPON THIS COURT ISSUING AN ORDER dated March 25, 2022, that the Teme-Augama Anishnabai and the Temagami First Nation (collectively, the "Teme-Augama Anishnabai"), are granted leave to intervene as an added party plaintiff pursuant to Rule 13.01 of the *Rules of Civil Procedure* in Stage Three of C-3512-14 and C-3512-14A;

AND UPON THIS COURT, ON JANUARY 30, 2023, WITH CONSENT OF THE PLAINTIFFS AND DEFENDANTS AND WITHOUT OBJECTION FROM THE THIRD PARTIES AND THE ADDED PARTY PLAINTIFF, ADJOURNING THE STAGE THREE TRIAL OF THIS ACTION on remaining issues in this action, including quantification, to enable the Plaintiffs and Defendants to engage in settlement negotiations with a view to Treaty renewal and reconciliation;

AND ON BEING ADVISED BY COUNSEL FOR THE PLAINTIFFS AND DEFENDANTS that they have reached a settlement on the compensation to be paid in respect of the Claim as defined in Articles 2.2 and 2.3 of the Settlement Agreement excerpted and set out in **Appendix B** (the “Claim for the Past”);

AND ON READING THE AFFIDAVIT OF DUKE PELTIER, one of the Representative Plaintiffs in this Action, and a Trustee of the Robinson Huron Treaty Litigation Fund, whereby he solemnly affirms that:

- (1) the Representative Plaintiffs, on their own behalf and on behalf of all members of the Ojibewa (Anishinabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850, except those that are members of the Teme-Augama Anishnabai, have approved the Settlement Agreement; and

(2) the following 21 Lake Huron First Nations, who have Robinson Huron Treaty beneficiaries within their populations and are collectively successors to the signatories of the Robinson Huron Treaty of 1850, namely: Atikameksheng Anishnawbek, Aundeck Omni Kaning First Nation, Batchewana First Nation of Ojibways, Dokis First Nation, Henvey Inlet First Nation, Magnetawan First Nation, M'Chigeeng First Nation, Mississauga #8 First Nation, Nipissing First Nation, Ojibways of Garden River First Nation, Sagamok Anishnawbek, Serpent River First Nation, Shawanaga First Nation, Sheguiandah First Nation, Sheshegwaning First Nation, Thessalon First Nation, Wahnapiatae First Nation, Wasauksing First Nation, Whitefish River First Nation, Wikwemikong Unceded Indian Reserve No. 26, and Zhiibaahaasing First Nation (collectively, the "Lake Huron First Nations"), have approved the Settlement Agreement, in accordance with the procedures established in the Trust Indenture, which the said Lake Huron First Nations established to pursue the litigation and negotiation of the annuity action;

AND ON HEARING THE SUBMISSIONS OF COUNSEL for the Plaintiffs, the Defendants, and the Added Party Plaintiff;

AND ON BEING ADVISED BY COUNSEL for the Plaintiffs, the Defendants, the Added Party Plaintiff, and the Third Parties, that the Plaintiffs, the Defendants, and the Added Party Plaintiff consent to the form and content of this partial judgment, and the Third Parties do not oppose the form and content of this partial judgment:

THIS COURT ADJUDGES AND DECLARES THAT:

1. The Defendants shall pay to the Plaintiffs Ten Billion Dollars (\$10,000,000,000.00) inclusive of interest and costs in respect of the Claim for the Past, as follows:

(a) The Defendant the Attorney General of Canada shall pay or cause to be paid to the Plaintiffs Five Billion Dollars (\$5,000,000,000.00), and,

(b) The Defendant His Majesty the King in right of Ontario shall pay to the Plaintiffs Five Billion Dollars (\$5,000,000,000.00).

2. The payment under paragraph 1 is without prejudice to any rights, interests or claims that the Plaintiffs may have against Canada and Ontario or any one of them regarding future implementation or the failure to implement the augmentation promise under the Treaty, after the Effective Date as defined in Article 11.3 of the Settlement Agreement excerpted and set out in Appendix B.

3. This partial judgment shall be without prejudice to a Lake Huron First Nation's pursuit of other claims relating to the Treaty not captured within the definition of Claim, subject to Article 15.2 of the Settlement Agreement excerpted and set out in Appendix B.

4. This partial judgment is without prejudice to any claims that Teme-Augama Anishnabai may have against Canada or Ontario related to the causes of action in the Teme-Augama Anishnabai pleadings filed in this action, and any such claims and

causes of action that Teme-Augama Anishnabai may have against Canada and Ontario survive this partial judgment.

5. The compensation in paragraph 1 does not include any amount that may be due and owing to the Teme-Augama Anishnabai related to any claims the Teme-Augama Anishnabai may have under the Treaty or any claims or causes of action in the Teme-Augama Anishnabai pleadings filed in this action; and the Teme-Augama Anishnabai has no entitlement to claim any portion of the compensation in paragraph 1 or otherwise assert a claim against the Plaintiffs in relation to same.

6. The Plaintiffs shall discontinue with prejudice that part of the action relating to the Claim for the Past upon payment by the Defendants of the amount specified in paragraph 1, and shall file a fresh as amended statement of claim setting out the remaining issues in this action.

7. This partial judgment shall operate conclusively as an estoppel and bar in the event of any legal proceeding, action, suit, claim, specific claim, or demand whatsoever, whether in law, in equity or otherwise which may be brought by members of the Ojibewa (Anishinabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850, including the Lake Huron First Nations and their past, present and future members, and their administrators, personal and legal representatives, trustees, successors and assigns (excluding the Teme-Augama Anishnabai), with respect to that part of the action relating to the Claim for the Past, discontinued with prejudice pursuant to paragraph 6 above, including, without limiting the generality of the foregoing, in the same manner and to the same extent they would operate as an estoppel and bar if the

claims had been finally disposed of on their merits by the courts in which they were brought.

8. Nothing in this partial judgment shall constitute or be deemed to constitute a waiver by the Plaintiffs or Defendants of any settlement privilege that the Plaintiffs or Defendants claim over the Settlement Agreement or any of their settlement negotiations.

9. The trial of remaining issues in this action is adjourned *sine die*.

APPENDIX A: AMENDED STAGE ONE JUDGMENT

RESTOULE JUDGMENT (Huron Action)

(PARTIAL JUDGMENT - STAGE ONE - RELEASED JUNE 17, 2019)

THROUGH NOTICES OF MOTION for summary judgment brought in the within action the plaintiffs sought the following declaratory relief, and costs:

1. The plaintiffs move for a declaration that, considered apart from the pleaded defences based upon statutes of limitation, *res judicata*, *laches* and acquiescence, since 1850 the Crown has been and remains legally obligated under the Robinson Huron Treaty of 1850 to increase the annuity under the Treaty from time to time if the territory subject to the Treaty produced or produces an amount which would enable it to do so without incurring loss, and that the size of the increase of the annuity is not limited to an amount based on one pound per person.
2. The plaintiffs acknowledge that in addressing this motion, the parties were permitted to address and seek determination of particular issues, including:
 - a) the meaning and legal effect of the phrase “such further sum as Her Majesty may be graciously pleased to order” in the written text of the Treaty;
 - b) whether the revenues that are to be taken into account in determining whether “the territory subject to the Treaty produced or produces an amount which would enable it to do so without incurring loss” are restricted to Crown revenues from the territory;
 - c) whether gross or net revenues are to be taken into account in determining whether “the territory subject to the Treaty produced or produces an amount which would enable it to do so without incurring loss”;
 - d) what principle or principles govern the determination of the amount of the increased annuities;
 - e) whether the provision that “the amount paid to each individual shall not exceed the sum of one pound provincial currency (\$4) in any one year, or such further sum as Her Majesty may be graciously pleased to order” should be indexed for inflation;

ON BEING ADVISED by counsel for the parties near the outset of the summary trial that there was no dispute regarding issues 2 (b) and 2 (c) noted above, and that in relation to those issues the parties were in agreement that the revenues that are to be taken into account in determining whether “the territory subject to the Treaty produced or produces an amount which would enable it to do so without incurring loss” are net Crown revenues from the territory;

AND ON BEING REQUESTED BY THE PARTIES to make determinations on issues 1, 2 (a), (d) and (e) above, as set out in the plaintiffs’ notices of motion, but without engaging in a line-by-line identification of relevant revenues and expenses in the public accounts of Canada or Ontario;

AND ON BEING REQUESTED BY THE PLAINTIFFS to make determinations under Issue 2 (d) above with respect to what types of Crown revenues and expenses are relevant for the purposes of Augmentation Clause, and on hearing submissions from counsel for the Attorney General for Canada (“Canada”) that such determinations should be deferred to the contemplated Stage 3 of this litigation, and from counsel for Her Majesty the Queen in right of Ontario and the Attorney General for Ontario, that the Court should make findings with respect to the intentions of the Treaty parties in 1850 regarding relevant revenues and expenses, but without reaching definitive determinations regarding relevant revenues and expenses on the limited evidence before the Court regarding modern public finances;

AND ON READING the pleadings, the text of the Treaty, the numbered exhibits entered, the affidavits, expert reports and historical documents, filed, and on hearing the oral testimony of the witnesses, and on reading and hearing the submissions of counsel for the parties, and for reasons released on December 21, 2018 (2018 ONSC 7701):

[1] THIS COURT ADJUDGES AND DECLARES THAT, considered apart from the pleaded defences based on statutes of limitation, *res judicata* and *laches*, including acquiescence, and without making a determination as to the respective responsibilities and liabilities of Canada and Ontario:

α) Pursuant to the Robinson Huron Treaty of 1850, the Crown is obligated to increase, and the First Nation Treaty Parties have a collective treaty right to have increased, from time to time, the promised annuity payment of £600 (or \$2,400) if net Crown resource-based revenues from the Treaty territory permit the Crown to do so without incurring loss, ~~with the amount of annuity payable in any period to correspond to a fair share of such net revenues for that period;~~

h) To fulfill its obligation in (a) above, the Crown:

i. is required to periodically engage in a process, in consultation with the First Nation Treaty parties, to determine the amount of net Crown resource-based revenues; and

ii. if there are sufficient Crown resource-based revenues, to permit the Crown to pay an increased annuity amount without incurring loss, is required to pay any such increase;

e) In fulfilling these obligations and requirements of the augmentation promise, the Crown is subject to the duties flowing from the honour of the Crown ~~and the fiduciary duty which the Crown owes to the First Nation Treaty parties;~~

d) The Crown must diligently implement the augmentation promise, ~~so as to achieve the Treaty purpose of reflecting in the annuities a fair share of the value of the resources, including the land and water in the territory;~~

e) The Crown shall, in a manner consistent with the honour of the Crown, consult with the First Nation Treaty parties to determine what portion, if any, of the increased annuity amount is to be distributed by the Crown to the individual Treaty rights holders in addition to the \$4 per person per year they are already being paid;

f) The augmentation promise is a Treaty right recognized and affirmed by s. 35 of the *Constitution Act*, 1982.

[2] THIS COURT ADJUDGES AND DECLARES THAT the principles governing the Treaty parties' implementation of the annuity provisions are to accord with this Court's determinations that:

a) the Robinson Huron Treaty was negotiated by the Treaty parties around the Anishinaabe Council Fire at Bawaating (Sault Ste Marie) as a renewal of the ongoing relationship between the Anishinaabeg and the Crown grounded in the Covenant Chain alliance, and as a basis for continuing a mutually respectful and beneficial relationship going into the future; and

b) the Treaty reflects the parties' common intention that their agreement was to allow both the Anishinaabeg and the Crown to realize the future opportunities and potential of the Treaty territory in a manner consistent with the Anishinaabe principles of respect, responsibility, reciprocity and renewal

and the intention of the Crown to act honourably, with justice or fairness, and with liberality or benevolence.

[3] THIS COURT FURTHER ADJUDGES AND DECLARES THAT:

a) The process adopted for purposes of determining the amount of net Crown resource- based revenues in a particular period must afford sufficient Crown disclosure of information to enable the First Nation Treaty parties and the Court, if necessary, to determine the amount of such net revenues;

b) For purposes of determining the amount of net Crown resource-based revenues in a particular period:

i. relevant revenues to be considered are Crown resource-based revenues arising directly or in a closely related way to the use, sale, or licensing of land (which could include the waters) in the Treaty territory, including mineral and lumbering revenues and other analogous revenues as received by the Crown both historically and in the future, ~~but not including personal, corporate or property tax revenues,~~

ii. relevant expenses to be considered are Crown expenses related to collecting, regulating, and supporting relevant revenues, ~~but do not include the costs of infrastructure and institutions that are built with Crown tax revenues,~~

with these definitions to be applied as general principles that are subject to clarification and further direction by the Court in a future stage of this proceeding; and

c) Failing agreement amongst the parties, the principles to be applied for purposes of determining amounts [added text - to be disbursed pursuant to the augmentation promise from] ~~that are fairly and reasonably equal to a fair share of~~ net Crown resource-based revenues are subject to further direction by the Court in a future stage of this proceeding.

d) Where in the exercise of their duties to implement the augmentation promise the Crown exercises discretion, the discretion must be exercised honourably, such discretion is not unfettered and is subject to review by the Courts.

[4] THIS COURT FURTHER ORDERS AND ADJUDGES THAT the plaintiffs' alternative claim, supported by Ontario, that the Court should imply a Treaty term to provide for indexing of the promised annuity payment of £600 (or \$2,400), as augmented to an amount based on £1 (or \$4) per person, in order to protect the First Nation Treaty parties against erosion of the purchasing power of annuities due to inflation be, and is hereby, dismissed.

[5] ~~AND THIS COURT FURTHER ORDERS AND ADJUDGES that the plaintiffs are hereby awarded their costs of this action to date, on the partial indemnity scale, without reserving to them any right to seek a higher level of indemnity at another time, and that pursuant to an agreement made between them, Canada and Ontario are each responsible to pay 50 per cent of such costs, and:~~

~~a) that subject to paragraph 4(b) below, the plaintiffs' costs of this action to date, including this motion, are hereby fixed in the total amount of \$9,412,447.50; and~~

~~b) that the plaintiffs may make further submissions to the Court with respect to the sum of \$303,775.00 they have claimed as further disbursements incurred by the Robinson Huron Trust. Should the plaintiffs make such further submissions, the defendants will be entitled to respond.~~

[6] THIS JUDGMENT BEARS INTEREST at the rate of three per cent (3%) per year commencing on December 21, 2018.

APPENDIX B: EXCERPTS FROM THE SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT FOR PAST COMPENSATION (ARTICLES 2.2, 2.3, 10.1, 11.3, 15.1 AND 15.2)

- 2.2 In this Settlement Agreement, "Claim" means any cause of action, suit, debt, demand, obligation or liability in law or equity or otherwise, made, or that could have been made, by the Robinson Huron Treaty Anishinaabek, any one of the Lake Huron First Nations or their Members, the Representative Plaintiffs, or any Annuitant, arising from any failure of the Crown to fulfill the Augmentation Promise, during the period from 1850 until the Effective Date, and includes the following as they relate to the Augmentation Promise:
- (a) Any obligation of the Crown under the Robinson Huron Treaty to increase the Annuity beyond the six hundred pounds promised in the Treaty and any corresponding Treaty right or entitlement of the Robinson Huron Treaty Anishinaabek to such increases;
 - (b) Any fiduciary duty on the part of the Crown to increase the Annuity beyond the six hundred pounds promised in the Treaty;
 - (c) Any duties flowing from the honour of the Crown with respect to any obligation to increase the Annuity beyond the six hundred pounds promised in the Treaty;
 - (d) Any duty to consult related to Crown conduct that had the potential to adversely affect the Augmentation Promise;
 - (e) Any duty to consult with respect to the appropriate manner and amount to increase the Annuity;
 - (f) Any duty to increase the amount of Annuity distributed to Annuitants, including any duty to consult with respect to whether and by how much to increase that distributive amount;
 - (g) Any obligation to index the Annuity to protect the Robinson Huron Treaty Anishinaabek against the erosion of the purchasing power of the Annuity due to inflation;
 - (h) Any obligation to monitor, record and report to the Robinson Huron Treaty Anishinaabek any financial or economic information, except to the extent that such information may be useful for the Robinson Huron Treaty Anishinaabek to make informed decisions with regard to negotiations related to the implementation of the Augmentation Promise after the Effective Date;
 - (i) Any obligation to provide an accounting of the net revenue from the Treaty territory;
 - (j) Any claims for a share of the net profits from the Treaty territory;

- (k) Any claims that the Past Compensation does not account for the correct Treaty territory; and
- (l) Any claims for pre and post-judgment interest up to 60 days after the issuance of the Partial Judgment contemplated in Article 11.0.

2.3 For greater certainty:

- (a) the scope of the term “Claim” and the scope of application or operation of Article 2.2 is strictly limited to the period 1850 until the Effective Date and does not include any claim that arises, or could be made, in relation to the failure of the Crown to implement or fulfill the Augmentation Promise after the Effective Date; and
- (b) the Parties have concluded this Settlement Agreement for Past Compensation notwithstanding the ongoing proceedings before the courts that may affect the interpretation of the Augmentation Promise. The definition of Claim in Article 2.2 shall be deemed to include any claims for the period 1850 to the Effective Date arising from the interpretation of the Augmentation Promise as determined by a court of competent jurisdiction in those proceedings.

10.1 This Settlement Agreement is deemed to be fully executed once it is signed, in the following order, by:

- (a) the Trustees of the RHTLF and the Representative Plaintiffs on Behalf of the Robinson Huron Treaty Anishinaabek;
- (b) the Minister on Behalf of Ontario; and
- (c) the Minister on Behalf of Canada.

11.3 The Effective Date of this Settlement Agreement is the date this Settlement Agreement is fully executed by the Parties in accordance with Article 10.1.

15.1 This Settlement Agreement shall be without prejudice to a Lake Huron First Nation’s pursuit of other claims relating to the Treaty not captured within the definition of Claim.

15.2 To address any potential for double recovery, nothing shall preclude Canada or Ontario from raising in the assessment of any compensation that may be owed with respect to those other claims referred to in Article 15.1 that the Past Compensation that is distributed to a Lake Huron First Nation, pursuant to the Compensation Disbursement Agreement, derived from or related to the area under the other claim may be relevant to the assessment of that compensation, where that compensation is derived from natural resource revenues in the area of the other claim.

ONTARIO
SUPERIOR COURT OF JUSTICE
(Proceeding commenced at Sudbury)

NOTICE OF MOTION FOR PARTIAL JUDGEMENT
PURSUANT TO SETTLEMENT AGREEMENT

NAHWEGAHBOW, CORBIERE

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Counsel for the Plaintiffs

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, on their own behalf and on behalf of all members of the Ojibewa (Anishinaabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850

Plaintiffs

- and -

The Attorney General of Canada, The Attorney General of Ontario and His Majesty the King in Right of Ontario

Defendants

- and -

The Red Rock First Nation and The Whitesand First Nation

Third Parties

- and -

The Teme-Augama Anishnabai

Added Party Plaintiff

CONSENT

THE PLAINTIFFS, DEFENDANTS, and ADDED PARTY PLAINTIFF, by their solicitors consent to:

Issuing of the Partial Judgement in the form attached as **Schedule “1”** to the Notice of Motion at **TAB “1”** of the Motion Record to give effect to a Settlement Agreement fully executed by the Plaintiffs and Defendants on January 18, 2024.

Dated at Orillia this 19th day of February 2024



David C. Nahwegahbow (LSO# 22473L)
NAHWEGAHBOW, CORBIERE
Genoodmagejig/Barristers & Solicitors
5884 Rama Road, Suite 109
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Tel: 705.325.0520 / Fax: 705.325.7204
Solicitor for the Plaintiffs

Dated at Toronto this 16th day of February 2024



Glynis Evans (LSO# 38204E)
Department of Justice Canada
120 Adelaide Street West, Suite 400
Toronto ON M5H 1T1
Tel: 647.256.7495 / Fax: 416.973.2319
Solicitor for the Defendant, The Attorney
General of Canada

Dated at Toronto this 16th day of February 2024

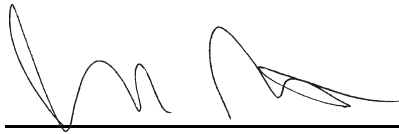


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Counsel for the Defendant, His Majesty the
King in Right of Ontario and the Attorney
General of Ontario

Dated at Vancouver this 15th day of February 2024



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Solicitor for the Added Party Plaintiff, Teme-
Augama Anishnabai

ONTARIO
SUPERIOR COURT OF JUSTICE
(Proceeding commenced at Sudbury)

CONSENT

NAHWEGAHBOW, CORBIERE

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Counsel for the Plaintiffs

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, on their own behalf and on behalf of all members of the Ojibewa (Anishinaabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850

Plaintiffs

- and -

The Attorney General of Canada, The Attorney General of Ontario and His Majesty the King in Right of Ontario

Defendants

- and -

The Red Rock First Nation and The Whitesand First Nation

Third Parties

- and -

The Teme-Augama Anishnabai

Added Party Plaintiff

**AFFIDAVIT OF DUKE PELTIER
AFFIRMED FEBRUARY 14, 2024**

I, DUKE PELTIER, DO SOLEMNLY AFFIRM AND SAY:

1. My English name is Duke Peltier and my Anishinaabe name is Niigaan Waasa Ganaabid. I am a member of Wiikwemkoong Unceded Territory where I reside on Minidoo Mnisssing (Manitoulin Island). My Clan or Doodem is Bear Clan. I was elected as Councillor to the Wiikwemkoong Band Council for three terms starting in 2006 and then served as Ogimaa (Chief) of the Band Council for five terms starting in 2012.
2. This affidavit does not constitute a waiver of solicitor-client privilege, settlement privilege or litigation privilege.
3. I am an Annuitant of the Robinson Huron Treaty of 1850 (the "Treaty") and one of the six Representative Plaintiffs named in this matter. I have been a Trustee of the Robinson Huron Treaty Litigation Fund (the "RHTLF") and a member of the RHTLF's Litigation Management Committee (the "LMC") since 2010. I also participated in the negotiations that resulted in the Settlement Agreement, which was fully executed by the Plaintiffs ("Plaintiffs" or "Robinson Huron Treaty Anishinaabek") and Defendants ("Canada" and "Ontario") on January 18, 2024 ("Settlement Agreement"). As such I have personal knowledge of the facts set out herein, except where the facts are stated to be based on information or belief, in which case I believe that the facts as stated are true.
4. This Affidavit relates to an Action brought by the Plaintiffs in relation to the augmentation promise under the Treaty—that is, any obligation of the Crown under the Treaty to increase the annuity or any amount that may be distributed to annuitants ("Augmentation Promise")—and is in support of a Motion for Partial Judgment to give effect to the Settlement Agreement, which resolves that part of this Action relating to compensation for the alleged failure of the Crown to fulfill obligations to augment the annuity payable under the Robinson Huron Treaty from 1850 until January 18, 2024 ("Claim for the Past").

Approval and Execution of the Settlement Agreement

5. I affirm that the Settlement Agreement has been duly approved by the Plaintiffs and Defendants, according to their respective processes.

6. I am advised by David Nahwegahbow, our lead counsel and negotiator, that Canada's negotiator, Jeremy Morrison, notified him by email on December 19, 2023, to confirm to the RHTLF that Canada approved and appropriated funds to pay \$5 billion to the Robinson Huron Treaty Anishinaabek in accordance with the Settlement Agreement.

7. I am also advised by David Nahwegahbow, that Ontario's negotiator, Alison McLaren, notified him by email on December 20, 2023, to advise that Ontario approved and appropriated funds to pay \$5 billion to the Robinson Huron Treaty Anishinaabek in accordance with the Settlement Agreement.

8. The Plaintiffs, Robinson Huron Treaty Anishinaabek, also approved the Settlement Agreement, on August 31, 2023, as follows:

(1) the Representative Plaintiffs, on their own behalf and on behalf of all members of the Ojibewa (Anishinabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850, except those that are members of the Teme-Augama Anishnabai, have approved the Settlement Agreement; and

(2) the following 21 Lake Huron First Nations, who have Robinson Huron Treaty beneficiaries within their populations and are collectively successors to the signatories of the Robinson Huron Treaty of 1850, namely: Atikameksheng Anishnawbek, Aundeck Omni Kaning First Nation, Batchewana First Nation of Ojibways, Dokis First Nation, Henvey Inlet First Nation, Magnetawan First

Nation, M'Chigeeng First Nation, Mississauga #8 First Nation, Nipissing First Nation, Ojibways of Garden River First Nation, Sagamok Anishnawbek, Serpent River First Nation, Shawanaga First Nation, Sheguiandah First Nation, Sheshegwaning First Nation, Thessalon First Nation, Wahnapiatae First Nation, Wasauksing First Nation, Whitefish River First Nation, Wikwemikong Unceded Indian Reserve No. 26, and Zhiibaahaasing First Nation (collectively, the "Lake Huron First Nations"), have approved the Settlement Agreement, in accordance with the procedures established in the Trust Indenture, which the said Lake Huron First Nations established to pursue the litigation and negotiation of the annuity action;

9. Subsequent to, and in accordance with, the approvals of the Settlement Agreement through their respective approval processes, the Plaintiffs and Defendants, executed the Settlement Agreement, by their respective representatives in the following order:

- a. For the Robinson Huron Treaty Anishinaabek, the Settlement Agreement was signed on January 3, 2024, by all 6 Representative Plaintiffs and all 21 of the RHTLF Trustees of the 21 Lake Huron First Nations, as well as the Trustee at Large, on behalf of beneficiaries who are not members of the 21 Lake Huron First Nations;
- b. For Ontario, the Settlement Agreement was signed on January 18, 2024, by the Honourable Greg Rickford, the Minister of Indigenous Affairs Ontario; and
- c. For Canada, the Settlement Agreement was signed on January 18, 2024, by the Honourable Gary Anandasangaree, Minister of Crown-Indigenous Relations

10. Most of the remainder of this Affidavit provides an overview of the process through

which the Settlement Agreement was authorized and approved by the Robinson Huron Treaty Anishinaabek, including a background to the establishment of the RHTLF and a description of the decision-making process by which the Settlement Agreement was approved by the Representative Plaintiffs and the Lake Huron First Nations.

Establishing the RHTLF

11. The Robinson Huron Treaty is a nation-to-nation treaty agreement, which was entered into between the Crown and the Robinson Huron Treaty Anishinaabek, at a Treaty Council that took place around the Anishinaabe Council Fire (place of governance and councils) at Bawaating (Sault Ste. Marie), on September 9, 1850.

12. As an exercise of their authority, the Robinson Huron Treaty Anishinaabek, through the 21 Lake Huron First Nations who collectively are the successors to the signatories of the Treaty, established the RHTLF as a legal vehicle to pursue the Action, with authority to litigate and/or negotiate and settle all or part of the Action on behalf of all Lake Huron First Nations and all Treaty beneficiaries.

13. The RHTLF was created by Trust Indenture dated August 23, 2010 (the "Trust Indenture", attached as "**Exhibit 'A'**"). According to Article 3.1 of the Trust indenture, the purposes of the Trust, are as follows:

- a) To undertake and pursue litigation and/or negotiations related to the Annuities Claim on behalf of the Settlers of the Trust and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty;
- b) To serve as an effective and stable entity for the ongoing cooperation of the Settlers of the Trust, made-up of a consistent body of individuals, the Trustees, who are informed and aware of the historical and legal complexities involved in the Annuities Claim, such that they are able to make fully informed and strategically effective decisions with regard to the litigation/negotiation in the best interests of the Fund purposes and the Beneficiaries;

- c) To act as a vehicle to receive monies from the Settlers of the Trust and other sources to fully and effectively carry-out the litigation related to the Annuities Claim;
- d) To retain, pay and provide ongoing instructions to legal counsel;
- e) To ensure that there shall always be an ongoing liaison between the Trustees and the Settlers of the Trust with regard to the conduct of the litigation;
- f) To ensure timely, appropriate, and ongoing communications with the Beneficiaries with regard to the litigation;
- g) To develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds;
- h) To serve as a vehicle for the receipt of any compensation/settlement proceeds and for the distribution of said proceeds, in accordance with a Compensation Disbursement Agreement; and
- i) To pay any cost awards made by the court if the litigation is unsuccessful.

14. The RHTLF was established by the 21 Lake Huron First Nations, who are the Settlers of the Trust. Each of the 21 Lake Huron First Nations ratified the Trust Indenture through a Band Council Resolution (BCR). Copies of the BCRs approving the Trust Indenture are attached as "**Exhibit 'B'**".

15. The RHTLF is composed of 22 Trustees, who, "acting together, shall have full power to do everything and anything reasonably necessary or convenient to further the purpose of the Fund", according to Article 4.1 of the Trust Indenture. 21 Trustees are appointed, one from each of the 21 Lake Huron First Nations. There is also one Trustee-at-large, appointed by the Chiefs-in-Assembly of the Lake Huron First Nations, to represent Treaty beneficiaries who are not members of any of the 21 Lake Huron First Nations. Each Trustee is appointed for a term of seven years. A list of the Trustees of the RHTLF authorized to sign the Settlement Agreement on January 3, 2024, is attached as "**Exhibit 'C'**".

16. Trustees are required to meet annually and are subject to a 65% quorum requirement. The Trustees are responsible for all important decisions made by the RHTLF, including the approval of Litigation Management Plans and Budgets and the approval of any settlement

agreements, according to the formula established in the Trust Indenture. Article 5.2 provides that the Trustees shall make reasonable efforts to make decisions by consensus. However, if consensus cannot be achieved, a 70% majority vote of the Trustees is required to carry the vote.

17. The Litigation Management Committee (the "LMC") is a committee of the Trustees and is responsible for the day-to-day management of the RHTLF, including ongoing instructions to legal counsel. The LMC is composed of six Trustees, two from each of the three regions within the Treaty Territory (Manitoulin Island, the North Shore and Highway 69 Corridor).

Development and Approval of the Compensation Disbursement Agreement (the "CDA")

18. One of the purposes of the Trust is to develop a Compensation Disbursement Agreement ("CDA") for the consideration and approval of the Lake Huron First Nations. According to Article 3.3 of the Trust Indenture:

The Trustees shall develop within three years of the creation of this Fund, a Compensation Disbursement Agreement, to be entered into between the Lake Huron First Nations who are Settlers of the Trust, with regard to the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

19. Many meetings were held amongst the Lake Huron Chiefs and Trustees to discuss the CDA. In August of 2012, the Lake Huron First Nations and the RHTLF Trustees reached an agreement on the CDA, a copy of which is attached as "**Exhibit 'D'**". The CDA was ratified by each of the Lake Huron First Nations through BCRs passed between 2012 and 2023. Copies of each BCR approving the CDA are attached as "**Exhibit 'E'**".

Advancing the Litigation

20. In order to advance an inclusive and nation-based approach to the litigation, our legal counsel, David Nahwegahbow, recommended, and the Lake Huron First Nations and the RHTLF agreed, that the Action be brought as a representative proceeding under Rule 12.08

of the *Rules of Civil Procedure*. As the style of cause indicates, the representative action was brought by the six Representative Plaintiffs on their own behalf and on behalf of all members of the Ojibewa (Anishinaabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850.

21. The representative Action and the Representative Plaintiffs were authorized by the 21 Lake Huron First Nations who have Treaty beneficiaries within their populations and are collectively successors to the signatories of the Treaty. According to legal counsel, David Nahwegahbow, in order to satisfy the requirements in the jurisprudence, each of the Lake Huron First Nations was required to pass, and did pass, a BCR authorizing the Action and the six Representative Plaintiffs to commence the Action. The 21 BCRs authorizing the litigation and approving the Representative Plaintiffs are attached as "**Exhibit 'F'**".

22. On September 9, 2014, the 164th anniversary of the signing of the Robinson Huron Treaty, the Statement of Claim was formally filed at the Sudbury Courthouse and served on Canada and Ontario (Court File No: C-3512-14).

23. The *Restoule* case was assigned to be case managed by the Honourable Madam Justice Patricia C. Hennessy on July 2, 2015.

24. There is a separate civil case involving the Robinson Superior Treaty brought by the Red Rock and Whitesand First Nations, which, according to David Nahwegahbow, was commenced in 2001 by Statement of Claim filed in the Ontario Superior Court of Justice in Thunder Bay (Court file #2001-0673). The Robinson Superior Treaty was entered into at the same Treaty Council in 1850; it has a similar historical context and the identical annuity Augmentation Promise.

25. Mr. Nahwegahbow advised me that the Red Rock and Whitesand First Nations were made Third Parties in the *Restoule* case by Ontario on September 28, 2015, to ensure that

the Third Parties were bound by orders made in the *Restoule* proceeding (Third Party Claim, Court File No. C-3512-14A). The Third Parties delivered a notice of intent to defend but did not deliver a defence to the third party claim, according to Mr. Nahwegahbow. Subsequently, by agreement, the *Restoule* case and the *Red Rock and Whitesand* case, came under the joint case management of Justice Hennessy in 2017 pursuant to an endorsement of Regional Senior Justice Warkentin dated March 8, 2017, a copy of which is attached as **Exhibit "G"**.

26. In the *Restoule* matter, on May 3, 2016, Justice Hennessy, issued a Representation Order pursuant to Rule 12.08 of the *Rules of Civil Procedure*, with the consent of the Defendants. The Representation Order authorized Mike Restoule, Patsy Corbiere, Peter Recollet, Dean Sayers, Roger Daybutch, and myself to bring the litigation on our own behalf and on behalf of all members of the Anishinaabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850, except Temagami First Nation and its members. A copy of the Representation Order is attached as **"Exhibit 'H'"**.

27. The exclusion of the Temagami First Nation and its members was done at the request of the leadership for both Temagami First Nation and Teme-Augama Anishnabai (together "Teme-Augama Anishnabai" or "TAA").

28. The *Restoule* case and *Red Rock and Whitesand* case remained separate, but they were heard together in Stages One and Two. Through collaborative case management, the cases were trifurcated into three stages on consent, according to Mr. Nahwegahbow: Stage One dealt with treaty interpretation, Stage Two with Crown defences and Stage Three with all remaining issues including compensation for past breaches, allocation of Crown liability and implementation of the Augmentation Promise going forward.

29. The trial of Stage One started in September 2017, before Justice Hennessy, who issued a Decision on December 21, 2018.

30. Ontario appealed the Stages One and Two Decisions to the Ontario Court of Appeal, which issued its Decision on November 5, 2021,

31. In the lead-up to Stage Three, several other parties were added through the case management process. Teme-Augama Anishnabai was added as an Added Party Plaintiff in the *Restoule* case. TAA was not a party in Stages One and Two of the proceedings and was specifically excepted from the Representation Order of May 3rd, 2016. There are also seven First Nations who are Friends of the Court Interveners in the *Restoule* case: Animbiigoo Zaagi'igan Anishinaabek, Biigtigong Nishnaabeg, Biinjitiwaabik Zaaging Anishinaabek, Bingwi Neyaashi Anishinaabek, Long Lake No. 58 First Nation, Pays Plat First Nation, and Netmizaaggamig Nishnaabeg (the "Group of 7").

32. Stage Three was scheduled to begin on January 30, 2023. However, on that day the Plaintiffs and the Defendants sought an adjournment on consent to allow them to focus on reconciliation and a negotiated resolution of all or part of the claim. The adjournment was unopposed by the Added Party Plaintiff, the Third Parties and the Group of 7. The adjournment of the *Restoule* case was granted, according to our legal counsel, Mr. Nahwegahbow. Stage Three of the *Red Rock and Whitesand* case proceeded and was heard between January and September 2023.

33. Meanwhile, Ontario appealed the Ontario Court of Appeal Decision to the Supreme Court of Canada. The appeal was heard on November 7-8, 2023. I am advised by legal counsel, David Nahwegahbow, that the Supreme Court of Canada decision is under reserve.

34. On November 9, 2023, Chief Justice Wagner stayed the Stage Three proceedings pending the Supreme Court of Canada's decision.

Advancing the Negotiation

35. As indicated above, the mandate of the RHTLF includes negotiation and settlement of

all or part of the Action.

36. The Ontario Superior Court of Justice in this matter, *Restoule v Canada (Attorney General)*, 2018 ONSC 7701, encouraged a negotiated resolution in paragraph [491] of its Reasons for Judgment:

The underlying purpose of the honour of the Crown is to facilitate the reconciliation of the pre-existing sovereignty of Indigenous peoples with the assumed sovereignty of the Crown. One way to achieve the reconciliation of interests in this case is to negotiate a resolution to the interpretation and implementation of the Treaties' promise. Negotiation has the benefit and advantage that it avoids judicially imposed outcomes. Negotiation has the further benefit that it facilitates the resolution of terms that are notoriously difficult to achieve in an adversarial process. The Supreme Court of Canada had held that, as opposed to litigation, "negotiation is a preferable way of reconciling state and Aboriginal interests."

37. On the appeal of this matter, *Restoule v. Canada (Attorney General)*, 2021 ONCA 779, the Ontario Court of Appeal stated at paragraph [333] of its Reasons for Judgment:

In our view, the best way to accomplish the task of reconciliation is through negotiation. Compared to continued litigation, with its attendant close judicial management, a modern agreement on the implementation of the Robinson Treaties, negotiated by the Treaty parties, is more likely to produce a strong, renewed Treaty relationship. True reconciliation will not be achieved in the courtroom.

38. As encouraged by the Courts, the Plaintiffs and the Defendants took steps to find a negotiated resolution. On April 14, 2022, the RHTLF and the Defendants entered into a Negotiations Protocol Agreement to formalize the negotiations process and to ensure that our discussions are confidential and settlement privileged. The Negotiations Protocol

Agreement commits the parties to confidentiality but permits information to be shared with principals, including for RHTLF, the 21 Lake Huron First Nations.

39. Under the laws and protocols of the Robinson Huron Treaty Anishinaabek, ceremony is an important part of settlement, reconciliation and renewing the treaty relationship. Therefore, on December 5, 2022, a Treaty Renewal Ceremony was held in Ottawa between the RHTLF, the Lake Huron First Nations' Leadership, then Minister of Crown Indigenous Relations, Honourable Marc Miller for Canada, and Minister of Indigenous Affairs, Honourable Greg Rickford for Ontario.

40. The Treaty Renewal Ceremony was the first of its kind since the Treaty Council in 1850 and represented an important turning point in the negotiations.

41. In January of 2023, RHTLF, Canada, and Ontario reached an agreement in principle to settle the past compensation portion of the litigation for the amount of \$10 Billion.

42. Between January and May of 2023, the negotiators for the Plaintiffs and Defendants worked on negotiating and drafting the settlement agreement.

43. On May 29, 2023, the Chiefs and Trustees held a meeting to review the final draft of a proposed settlement agreement line by line. The Trustees and Chiefs voted unanimously (with the exception of one abstention) to authorize their negotiation team to initial the proposed settlement agreement. The Chiefs and Trustees also authorized the LMC to approve minor non-substantive changes to the proposed settlement agreement.

44. On June 16, 2023, the proposed settlement agreement was initialed by the lead negotiators for Canada, Ontario and the Robinson Huron Treaty Anishinaabek.

45. The following day, on June 17th, a public announcement and press conference was held in Sudbury announcing that the negotiators for the Parties had reached agreement on the

terms of a proposed settlement agreement for past compensation. Each of the Parties was still required to complete the necessary approval processes set out in the proposed settlement agreement before it could be signed.

Approval Process of the Lake Huron First Nations

46. The RHTLF followed the conditions for approval required by both the Settlement Agreement and the Trust Indenture. The RHTLF took steps to ensure that community consultation and information sessions were held in all 21 Lake Huron First Nations regarding the Settlement Agreement, the Trust Indenture and the Compensation Disbursement Agreement, prior to the approval of the Settlement Agreement by the Trustees. I affirm that, from June 26 to August 19, 2023, community consultation and information sessions were held in each of the Lake Huron First Nations communities in accordance with the schedule attached as "**Exhibit 'I'**". In those sessions, beneficiaries were provided with information regarding the above-noted documents and officials mandated by the RHTLF were available to answer questions about the Settlement Agreement, Trust Indenture and Compensation Disbursement Agreement.

47. Community information sessions are ongoing in each of our communities; however, the discussion has shifted to how the compensation will be used by each of the Lake Huron First Nations.

48. On August 31, 2023, a plenary meeting was held in Bawaating (Sault Ste Marie) with all Chiefs and Councils and Trustees to allow the Legal Team to provide legal advice, and to allow RHTLF's financial advisor to provide financial advice. The legal and financial advice are confirmed through the form of a Solicitor's Certificate and Portfolio Manager's Certificate, dated on the execution of the Settlement Agreement by RHTLF, which are attached as "**Exhibit 'J'**".

49. That same day, a Special meeting of Trustees was held to approve the Settlement Agreement. 20 Trustees voted in favour, 1 abstained and 1 opposed, passing the 70% threshold as required by the Trust Indenture; and the approval of 16 out of 22 Trustees, as required by the Settlement Agreement itself. The signed Motion to Approve the Settlement Agreement is attached as "**Exhibit 'K'**".

50. Following the approval of the Settlement Agreement by the Trustees of the RHTLF, each of the 21 Lake Huron First Nations passed BCRs resolving that the Lake Huron First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity. The BCRs from each of the Lake Huron First Nations are attached as "**Exhibit 'L'**". These BCRs were provided to Canada and Ontario.

Other Matters

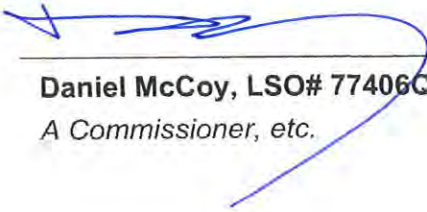
51. TAA did not participate in the negotiation of the Settlement Agreement and the said Agreement is not intended to include, address or prejudice TAA's interests.

52. I make this Affidavit in support of the Motion for Partial Judgement and for no improper purpose.

AFFIRMED remotely by Duke Peltier)
stated as being located in)
Wiikwemkoong before me at Toronto,)
in the Province of Ontario on February)
14, 2024 in accordance with O. Reg)
431/20 Administering Oath or)
Declaration Remotely)



Duke Peltier



Daniel McCoy, LSO# 77406Q
A Commissioner, etc.

The following is Exhibit "A" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.

**TRUST INDENTURE
OF THE
ROBINSON HURON TREATY LITIGATION FUND**

**ESTABLISHED BY
THE LAKE HURON FIRST NATIONS
TO PURSUE
THE ANNUITIES CLAIM**

AUGUST 23, 2010

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TRUST INDENTURE OF THE ROBINSON HURON TREATY LITIGATION FUND

THIS TRUST INDENTURE, made as of the 23rd day of August, 2010

BETWEEN:

Any thirteen (13) or more of the following Lake Huron First Nations who have subscribed to and executed this Trust Indenture, upon the establishment of this Trust or subsequently, including Aundeck Omni Kaning First Nation, Batchewana First Nation, Dokis First Nation, Garden River First Nation, Henvy Inlet First Nation, Magnetawan First Nation, M'Chigeeng First Nation, Mississauga #8 First Nation, Nipissing First Nation, Sagamok Anishnawbek First Nation, Serpent River First Nation, Shawanaga First Nation, Sheguiandah First Nation, Sheshegwaning First Nation, Thessalon First Nation, Wahnapiatae First Nation, Wasauksing First Nation, Whitefish Lake First Nation, Whitefish River First Nation, Wikwemikong Unceded Indian Reserve, Zhiibaahaasing First Nation, by their respective Chiefs or authorized representatives

("Lake Huron First Nations" or "Settlers of the Trust")

OF THE FIRST PART

AND

Trustees named by the Lake Huron First Nations

("Trustees")

OF THE SECOND PART

PREAMBLE

WHEREAS the Lake Huron First Nations, who are the Settlers of the Trust, are signatories to, or have members who receive or are entitled to receive annuities under, the Robinson Huron Treaty of 1850;

WHEREAS the entitlement to annuities under the Robinson Huron Treaty, are treaty rights; as such, they are not individual rights, they are collective rights, which belong to the collectivity or collectivities that entered into that Treaty, including the descendants of members of that collectivity or those collectivities;

WHEREAS the Trustees receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850;

WHEREAS the Settlers of the Trust believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty (“Annuities Claim”);

WHEREAS the Settlers of the Trust have proposed that upon a minimum of thirteen (13) Lake Huron First Nations becoming party to and Settlers of this Trust, the Robinson Huron Treaty Litigation Fund (“Fund”) shall be established as a trust to undertake the necessary litigation and/or negotiation to pursue the Annuities Claim;

WHEREAS the Trustees have agreed to act as Trustees under this Indenture and to accept and hold the Assets upon and subject to the trusts declared in this Indenture;

WHEREAS the Settlers have each irrevocably transferred \$100.00 to the Trustees in trust (the receipt of which the Trustees hereby acknowledge), to be held by them in trust and administered as set out herein;

AND WHEREAS it is the intention of the Parties that the Trust shall be situate on a reserve within one of the Lake Huron First Nations and the Trustees shall take all reasonable steps to ensure, to the extent possible, that the Trust shall always be so situate;

NOW THEREFORE THIS INDENTURE WITNESSETH that the Settlers and Trustees covenant and agree as follows:

ARTICLE I

INTERPRETATION

1.1 Definitions

In this Indenture and in any supplemental or ancillary schedule or instrument to it, unless the context otherwise requires, the following terms have the following meanings:

“Annuity or Annuities” refers to the “perpetual annuity” provided for in the Robinson Huron Treaty of 1850.

“Annuities Claim” means the claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty, more particularly, for the failure of the Crown to augment the amount of the perpetual annuity in accordance with the terms of the Treaty.

“Annuitants” refers to those who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850.

“Assets” means:

- a) the aggregate amount of the \$100.00 payments, referred to in the recitals and transferred by the Settlers to the Trustees in trust;

- b) the funds in Robinson Huron Treaty Defence Fund Account, at the Anishinabek Nation Credit Union, Account number 0000920, as at the date of the establishment of the Trust, less any outstanding cheques and payments for invoices outstanding as at the date of the establishment of the Trust, which funds shall be transferred to the Trustees forthwith after the establishment of the Trust;
- c) all other property, including moneys, which is now or which at any time during the continuation of the Fund may be issued, assigned, transferred, awarded, contributed or appointed to the Trustees by the Settlers or by any other Person to be held in trust pursuant to this Indenture (and which the Trustees may be willing to accept and hold);
- d) all property which may at any time be substituted therefor;
- e) all monies borrowed by the Fund;
- f) all capital accretions to or acquisitions by the Fund;
- g) all income of the Fund; and
- h) all proceeds of disposition of any Assets.

The definition of “Assets” excludes anything paid out or distributed (whether out of income or capital) in the normal course of administration or pursuant to the provisions of the Indenture, and excludes any Compensation/Settlement Proceeds distributed according to the terms of any Compensation Disbursement Agreement entered into pursuant to this Indenture.

“Beneficiary” means a beneficiary of the Robinson Huron Treaty Litigation Fund.

“Chairperson” and **“Vice Chairperson”** means the Trustees identified in accordance with Article VI.

“Compensation Account” means the account established under Section 7.2 of this Indenture and includes any amounts allocated to this Account pursuant to this Indenture.

“Compensation Disbursement Agreement” means an agreement entered into between the Lake Huron First Nations who are Settlers of the Trust with regard to the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

“Compensation/Settlement Proceeds” means any amounts awarded by any court or tribunal as a result of litigation in respect of the Annuities Claim, or any amounts paid by the Crown to settle the Annuities Claim.

“Crown” includes Her Majesty the Queen, on whose behalf the Honourable William Benjamin Robinson, signed the Robinson Huron Treaty of 1850; it also includes both Her Majesty the Queen in right of Canada (“Canada”) and Her Majesty the Queen in right of Ontario (“Ontario”), to the extent of their respective obligations under the Robinson Huron Treaty of 1850.

Financial Institution” means:

- a) a bank designated in Schedule I to the Bank Act, S.C. 1991, c. 46, as amended from time to time;
- b) a trust company licensed and registered under the laws of Canada or any province or territory of Canada; and
- c) a custodian licensed or registered as such under or pursuant to the laws of Canada or any province or territory of Canada;

subject to the bank, trust company or custodian being authorized by law to perform the functions for which the bank, trust company or custodian is retained.

“First Nation Council Resolution” or “Council Resolution” means a resolution passed by Chief and Council, representing the decision of any of the Lake Huron First Nations;

“Legal and Administration Account” means the account established under section 7.2 of this Indenture and includes any amounts allocated to this account pursuant to this Indenture.

“Litigation” means any legal action or proceeding in any court or tribunal, or negotiations, related to the Annuities Claim, brought by or on behalf of the Settlers of the Trust and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty.

“Other Claims” refers to claims other than the Annuities Claim and means claims, demands, debts, losses, actions, causes of action, judgements, costs, charges, expenses, obligations, damages and liabilities whatsoever in any way related to the Fund, this Indenture, a Trustee or the Trustees collectively or which a Person may suffer or incur for any reason whatsoever, whether at law or in equity, in tort, contract or otherwise, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done acquiesced in or omitted in or about or in relation to the execution by the Trustees, (individually or as a group) of their duties as Trustees or by any Person to whom powers of the Trustees have been delegated as contemplated in this Indenture, or by or in relation to any of the Other Indemnitees, and includes, without limitation, legal fees and disbursements on a solicitor and his own client basis, and costs and expenses incurred in connection with the enforcement of any indemnity under this Indenture.

“Parties” means the Settlers of the Trust and the Trustees.

“Person” means any natural person, sole proprietorship, partnership, firm, entity, council, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, limited liability company, estate, joint venture, company, First Nation, governing body of a First Nation, the government of Canada or any of its political subdivision, other government, government regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, court, and where the context requires, any of them when they are acting as trustee, executor, administrator or other legal representative.

“Robinson Huron Treaty of 1850” or “RHT” means the Treaty that was entered into on the 9th of September, 1850, in Sault Ste. Marie, between the Honourable William Benjamin Robinson, on

behalf of the Crown, and certain named Chiefs and Principal Men of the Ojibewa Indians of Lake Huron; and for greater certainty, the Treaty includes the terms as understood by the Ojibewa.

“Lake Huron First Nations” means:

- a) the North Shore and Highway 69 Corridor First Nations, including Batchewana First Nation, Dokis First Nation, Garden River First Nation, Henvy Inlet First Nation, Magnetawan First Nation, Mississauga #8 First Nation, Nipissing First Nation, Sagamok Anishnawbek First Nation, Serpent River First Nation, Shawanaga First Nation, Thessalon First Nation, Wahnapiatae First Nation, Wasauksing First Nation, Whitefish Lake First Nation, and
- b) the Manitoulin First Nations, including Aundeck Omni Kaning First Nation, M’Chigeeng First Nation, Sheshegwaning First Nation, Whitefish River First Nation, Wikwemikong Unceded Indian Reserve, and Zhiibaahaasing First Nation.

“Robinson Huron Treaty Litigation Fund” or **“Fund”** means the entire trust and undertaking established by and carried on pursuant to this Indenture, and all the Assets.

“Trustee” means a Trustee named herein, or any added trustee named by a First Nation that becomes a party to this Trust after its initial establishment, as well as any successor, in his or her capacity as a trustee under this Indenture and not in his or her personal capacity, so long as he or she is acting as a Trustee under this Indenture.

“Year” means such period as may be established by the Trustees from time to time, as the financial year of the Fund, and until so changed, the financial year of the Fund shall be from April 1st until March 31st.

1.2 Number / Gender

In this Indenture and in any schedule or instrument supplemental or ancillary to it, except where the contrary is expressly provided, words importing the singular number includes the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.

1.3 Headings

The division of the Indenture into articles, sections, subsections, paragraphs and clauses and the insertion of headings are for convenience only.

1.4 Recitals

The recitals set out in the Indenture are incorporated into and form an integral part of this Indenture.

1.5 Counterparts

This Indenture may be executed in any number of counterparts, and all such counterparts shall for all purposes constitute one Indenture, and are binding upon the Parties, notwithstanding that all Parties are not signatories to the same counterpart.

ARTICLE II

CONSTITUTION AND NAME

2.1 Constitution and Name

This Trust is created and constituted once a minimum of thirteen (13) Lake Huron First Nations become party to and Settlers of this Trust. The name of the Trust shall be **“Robinson Huron Treaty Litigation Fund”** (the “Fund”). The Trustees named herein shall be the Trustees of this Fund until they resign are removed, or their terms are otherwise concluded as provided herein.

2.2 Settlement

The Trustees acknowledge receipt of the sum of \$100.00 of lawful money of Canada from each of the Settlers of the Trust, and covenant and agree to hold, and declare that they hold, the same, together with such other property and funds as are received or acquired by them in their capacity as Trustees hereunder, in trust for the purposes hereinafter set forth.

2.3 Acceptance

The Trustees accept the trusts as declared in this Indenture and agree to observe, perform and carry out the same and to act in accordance with the provisions of this Indenture. Each added or successor Trustee shall, upon his appointment, execute and deliver a counterpart of this Indenture to evidence such acceptance and agreement.

2.4 Duration

Subject to Article XX, this Fund shall continue until the litigation related to the Annuities Claim is concluded, settled or otherwise resolved and any compensation/settlement proceeds are fully and finally distributed in accordance with the Compensation Disbursement Agreement provided for in section 3.3.

2.5 Not an Assignment of Treaty Rights

As indicated in the Recital, the entitlement to Annuities under the Robinson Huron Treaty of 1850, are treaty rights. The parties acknowledge the nature of these rights as collective rights and that they are not assignable. This Trust Indenture is not, and does not purport to be, an assignment of the treaty right to annuities; nor is it an assignment of the Annuities Claim.

ARTICLE III

PURPOSES

3.1 Purposes

The purposes of the Robinson Huron Treaty Litigation Fund hereby constituted are as follows:

- a) To undertake and pursue litigation and/or negotiations related to the Annuities Claim on behalf of the Settlers of the Trust and/or their members who receive or are entitled to receive annuities

under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty;

- b) To serve as an effective and stable entity for the ongoing cooperation of the Settlers of the Trust, made-up of a consistent body of individuals, the Trustees, who are informed and aware of the historical and legal complexities involved in the Annuities Claim, such that they are able to make fully informed and strategically effective decisions with regard to the litigation/negotiation in the best interests of the Fund purposes and the Beneficiaries;
- c) To act as a vehicle to receive monies from the Settlers of the Trust and other sources to fully and effectively carry-out the litigation related to the Annuities Claim;
- d) To retain, pay and provide ongoing instructions to legal counsel;
- e) To ensure that there shall always be an ongoing liaison between the Trustees and the Settlers of the Trust with regard to the conduct of the litigation;
- f) To ensure timely, appropriate, and ongoing communications with the Beneficiaries with regard to the litigation;
- g) To develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds;
- h) To serve as a vehicle for the receipt of any compensation/settlement proceeds and for the distribution of said proceeds, in accordance with a Compensation Disbursement Agreement; and
- i) To pay any cost awards made by the court if the litigation is unsuccessful.

3.2 Additions to Capital

All income, gains, accretions, loans and all money or other property endowed or contributed in case or in kind to the Fund, after expenses and other proper outlays, shall be accumulated and added to the Assets as capital and be devoted exclusively to the purposes of the Fund as set forth above.

3.3 Compensation Disbursement Agreement

The Trustees shall develop within three years of the creation of this Fund, a Compensation Disbursement Agreement, to be entered into between the Lake Huron First Nations who are Settlers of the Trust, with regard to the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

3.4 Funds Unavailable

No assets of the Fund shall be payable to, or otherwise available for, the personal benefit of the Settlers of the Trust, any member of such First Nations, any Annuitant or any other Person, save as provided for by, and in accordance with, this Indenture or Compensation Disbursement Agreement.

3.5 Assets not Divisible

The Assets are not divisible into individual shares or benefits, and no Beneficiary may claim an individual share of, or benefit from, Assets or Trust Moneys except as specifically authorized pursuant to this Indenture or Compensation Disbursement Agreement.

ARTICLE IV

TRUSTEES

4.1 The Trustees

There shall be up to twenty-two (22) Trustees from the following three categories:

- a) There shall be up to fourteen (14) Trustees from the North shore and Highway 69 Corridor First Nations, one appointed/selected by each participating First Nation, all of whom are Annuitants, to represent the interests of their respective First Nations and Annuitants within each First Nation, in the litigation;
- b) There shall be up to seven (7) Trustees from the Manitoulin First Nations, one appointed/selected by each participating Manitoulin First Nation, all of whom are Annuitants, to represent the interests of their respective First Nations and Annuitants within each First Nation, in the litigation; and
- c) There shall be one (1) Trustee from outside the Lake Huron First Nations, appointed by the Settlers of the Trust, who is an Annuitant, to represent the interests of all Annuitants who are not members of the Lake Huron First Nations ("Trustee at Large").

If the maximum number of Trustees has not been reached in category a) or b) above, and a First Nation in that category wishes to join the Trust, they may appoint/select a Trustee in accordance with sections 4.2 and 4.3 below.

4.2 Appointment/Selection and Term of Trustees

- a) The Trustees shall be appointed/selected in the following manner:
 - i. Up to twenty-one (21) Trustees under section 4.1 (a) and (b) shall be appointed by the respective Councils of each First Nation by Council Resolution, in consultation with the members of their First Nation who are Annuitants; and
 - ii. The Trustee under section 4.1 (c) shall be appointed by the Chiefs in Assembly of the Lake Huron First Nations.
- b) The term or duration of the appointment/selection of the Trustees shall be as follows:
 - i. Half of the Initial Trustees shall serve for a five (5) year term;
 - ii. The remaining Initial Trustees shall serve for a seven (7) year term;
 - iii. The successors of the Initial Trustees shall all serve for a term of seven (7) years;
 - iv. The determination as to which Initial Trustees shall serve for five (5) years and which Trustees will serve for seven (7) years, shall be done as follows:
 - 1. The Solicitors of the Trust shall prepare as many slips of paper as there are Initial Trustees;
 - 2. On half of those slips will be written the number "5" and on the remaining slips shall be written the number "7";
 - 3. The slips will be folded and placed into a hat;

4. The Solicitors will draw one slip for each of the Settlers of the Trust, proceeding in the order in which the names of the First Nations appear at the head of this Indenture, and the Trustee appointed/selected by each Settlor shall be for the term indicated on the slip drawn for that Settlor; and
5. The Solicitors shall also draw a slip for the Initial Trustee at Large, and the said Trustee shall serve for the term indicated on this slip.

4.3 Criteria for Selection of Trustees

Only individuals who are Annuitants may be Trustees. No individual may be appointed, act or continue to act as a Trustee if he is:

- a) Less than 18 years of age;
- b) A bankrupt or insolvent as those terms are defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended from time to time; or
- c) Not a resident of Canada; provided that the Settlers of the Trust recognize that the territory of many Lake Huron First Nations straddles the Canada-US Border and many such First Nations have members who may reside from time to time within the US or who reside within both Canada and the US: for greater certainty, this criterion is not intended to prohibit such members from becoming Trustees if they otherwise qualify and are capable and willing to fulfill the duties of trustee.

4.4 Deemed Retired as Trustee

Any individual who is not qualified to act as a Trustee when appointed, or later becomes disqualified from acting as a Trustee at any time during his office, shall retire immediately and shall be deemed to retire from office as a Trustee as of the date of appointment or disqualification, as the case may be.

4.5 Initial Trustees and Replacement

The Initial Trustees named herein shall serve for their respective terms provided in section 4.2, subject to his or her removal or resignation. Upon the expiry of the term of a Trustee, his or her successor shall be appointed/selected in accordance with section 4.2, as soon as possible and no later than 30 days after the expiry of the term. Whenever possible, a Trustee shall remain in office until that Trustee's qualified successor is appointed.

4.6 Removal of Trustees

- a) Any Trustee selected/appointed by a Settlor may be removed from office at any time at the discretion of the First Nation who selected/appointed the Trustee, where, in consultation with the members of that First Nation who are Annuitants, in the opinion of the Council of the First Nation, there are compelling and reasonable grounds to do so taking into consideration the purposes of the Fund and the best interests of the Beneficiaries.
- b) The Trustee selected/appointed under section 4.1 (c), may be removed by the Chiefs in Assembly of the Lake Huron First Nations, where there are compelling and reasonable grounds to do so taking into consideration the purposes of the Fund and the best interests of the Beneficiaries.

4.7 Filling Trustee Vacancies

Upon the death, resignation, retirement, ceasing to be qualified, or removal of a Trustee, the vacancy shall be filled in compliance with Section 4.2, as soon as possible and no later than 30 days after the vacancy, and the replacement shall serve for the duration of the term remaining.

4.8 Adding Trustees

The Parties may from time to time admit one or more First Nations to the Trust. Upon being admitted to the Trust, the First Nation(s) shall appoint/select a Trustee in accordance with sections 4.1, 4.2 and 4.3 and such Trustee shall become subject to this Indenture. The Trustee(s) added pursuant to this section shall serve for the duration of what is remaining of the term of the trust (the initial term shall be deemed to be seven (7) years) as at the time they are added.

4.9 Vesting in New Trustees

Upon every appointment of a new Trustee, the new Trustee shall be vested with all interests, rights and obligations of a Trustee without any conveyance or assignment. Any deeds, transfers, assurances, conveyances, assignments, documents and things necessary to complete the appointment of a new Trustee are deemed to be, or may be, executed, delivered and completed. Every new Trustee so appointed may act or assist in the execution of the trusts and powers of this Indenture as fully and effectually as if he had been an initial Trustee.

4.10 Powers of Trustees

Subject to the provisions of this Indenture and the By-laws of the Fund from time to time in force, the Trustees hereunder, acting together, shall have full power to do everything and anything reasonably necessary or convenient to further the purpose of the Fund and, in particular and without limiting the generality of the foregoing:

- a) To acquire, whether by gift, bequest, grant, or purchase, to hold, and to dispose of any real or personal property, whether or not of a kind designated for trustee investments by any statute;
- b) To appoint employees, agents, and professional advisers and to provide for their remuneration, if any;
- c) To enter into any manner of contracts or agreements on behalf of and in the name of the Fund;
- d) To delegate their powers to one or more of their number, for the purposes of committees or other working bodies, as provided for in this Trust Indenture; and
- e) To maintain one or more bank accounts in the name of the Fund, in accordance with Article VII, and to designate the signing officers thereof.

4.11 Duty of Trustees

Every Trustee, in exercising powers and discharging duties under this Indenture, shall:

- a) act honestly and in good faith, with a view to the best interests of the Trust;

- b) use such care, diligence and skill as a reasonably prudent person would in exercising comparable duties; and
- c) comply with the terms of this Indenture and the duties associated with the Trust contained in any other agreement to which the Trust is or may become a party.

4.12 Acting in Best Interests and Presumed Reasonable

All determinations which the Trustees are authorized to make and all powers and discretions which are given to the Trustees to exercise, shall be made by them in what they consider to be the best interests of the Fund and its purposes consistent with the provisions of this Indenture. All decisions and actions so made shall be presumed to be reasonable unless the contrary is shown.

4.13 Compensation of Trustees

Trustees shall be entitled to be paid a reasonable per diem fee, with the per diem fees for the Chairperson and Vice-Chairperson being at higher rates. The actual rates shall be as the Chiefs in Assembly of the Lake Huron First Nations who are Settlers of the Trust, may determine from time to time. Each Trustee shall be entitled to be reimbursed from the Fund for reasonable direct out-of-pocket expenses relating to travelling and accommodation and other direct expenses properly incurred. The Trustees shall establish a policy on remuneration and expenses that shall govern the reimbursement of expenses. All Trustees are required to attend meetings or to attend to other affairs of the Fund for the duration of their term.

ARTICLE V

PROCEEDINGS OF TRUSTEES

5.1 Quorum

The minimum number of Trustees required to be present at any meeting of the Trustees for the transaction of business thereat shall be sixty-five percent of the total number of Trustees. Where there is a vacancy in the Trustees, the remaining Trustees may exercise all the powers of the Trustees so long as the quorum is met.

5.2 Decision Making

The Trustees shall make all reasonable efforts to reach a consensus with respect to all matters. Where there is a difference of opinion, in pursuing consensus, the Trustees may decide by a 50% vote of the Trustees present in the meeting where the matter is being considered, to ask the Chiefs in Assembly to designate an Elder or Elders from within the Lake Huron Region to assist the Trustees in achieving consensus. Once an Elder is designated, the Trustees shall assemble at the direction of the Elder, at a location named by the Elder and engage in deliberations and activities directed by the Elder with a view to achieving a consensus.

Should any difference of opinion remain after such efforts, in relation to the commission or omission of any act or the exercise of any discretion or otherwise howsoever in the execution of the provisions of this Indenture, then, the Trustees may convene a meeting and decide the matter by a show of hands and a 70% majority of the Trustees present will carry the vote.

5.3 Participation by Electronic Means

A Trustee may participate in a meeting of the Trustees or of any committee of the Trustees by means of such telephone or other communication facilities as permit all Trustees participating in the meeting to communicate fully with each other by visual or audio means. A Trustee participating in such a meeting by such means is deemed to be present at the meeting.

5.4 Voting

A vote of a Trustee may be cast at a meeting of the Trustees or a committee only if he is physically present or present at the meeting pursuant to section 5.3. No proxies will be permitted.

5.5 Meeting Frequency

Regular meetings of the Trustees shall be held annually. Additional or special meetings of the Trustees may be convened if determined necessary by the Litigation Management Committee.

5.6 Notice of Meetings

Notice of the date, time and place of each meeting of the Trustees shall be given to each Trustee not less than one week before the time when the meeting is to be held, unless an emergency meeting is called by the Litigation Management Committee.

5.7 Meeting Location

The Trustees shall hold their meetings within the Lake Huron Region, or at such other location determined by the Chairperson or Vice-Chairperson, to conduct the business of the Trust.

5.8 Meeting Agenda

The Chairperson, or in his absence the Vice Chairperson, shall set the agenda for each meeting of the Trustees, in consultation with the Litigation Management Committee. The Notice of the purpose of or the business to be transacted at each meeting is to be given to each Trustee not later than one week before the date of the meeting. The Trustee presiding at a meeting, acting reasonably, may allow the addition of an item to the agenda of that meeting.

5.9 Presiding at Meetings

The Chairperson or, in his absence, the Vice Chairperson, shall preside at meetings of the Trustees. If neither of them is present, the Trustees present shall choose one of their number to preside.

5.10 Decisions in Writing

Decisions of the Trustees may also be made by resolution in writing signed by all the Trustees, and the signature to such resolution may be evidenced by fax or other electronic means of written or recorded communication.

5.11 Minutes of Meetings

The Chairperson and Vice Chairperson shall ensure that there is a proper record of all meetings and decisions of the Trustees.

5.12 Privacy

Where a matter involves actual or potential litigation or private or personal information, the disclosure of which may prejudice the legitimate interests of the Fund or may violate any privacy legislation, the Trustees may discuss it and make any decision on it in camera. The portion of the minutes of meetings and any resolutions addressing such matters shall be kept confidential by the Trustees and shall not be disclosed in the public domain.

ARTICLE VI

OFFICERS AND COMMITTEES

6.1. Litigation Management Committee (LMC)

There shall be a Litigation Management Committee. It shall consist of six Trustees, two from each of the three Lake Huron Sub-Regions, selected by and from amongst the Trustees in those Sub-Regions:

- “North Shore Sub-Region”, which includes any one or more of the following First Nations -- Garden River, Batchewana, Thessalon, Mississauga #8, Serpent River, Sagamok and Whitefish Lake;
- “Manitoulin Island Sub-Region”, which includes any one or more of the following First Nations --Zhiibaahaasing, Sheshegwaning, Sheguindah, M’Chigeeng, Aundeck Omni Kaning, Wikwemikong and Whitefish River; and
- “Highway 69 Corridor Sub-Region”, which includes any one or more of the following First Nations --Wahnapitae, Dokis, Nipissing, Henvy Inlet, Magnetawan, Shawanaga and Wasauksing.

The LMC Trustees shall serve for a period of three years, or as otherwise determined by the Trustees. An LMC Trustee may retire or be removed by the Trustees prior to the expiry of his or her term.

The Trustees shall designate one LMC Trustee as Chairperson and one LMC Trustee as Vice Chairperson.

6.2. LMC Meetings

The meetings of Litigation Management Committee:

- a) Shall be held quarterly unless special meetings are called at the request of the LMC, the Legal Counsel, the Trustees or the Lake Huron Chiefs who are Settlers of the Trust.
- b) A quorum for conducting the business of the LMC shall be three, with at least one representative from each of the three Lake Huron Sub-Regions, i.e., North Shore, Manitoulin Island and Highway 69 Corridor.

- c) The Chair or Vice Chair of the LMC shall conduct all meetings and shall ensure that there is a proper record of all meetings and decisions of the LMC.
- d) The LMC will attempt to reach full consensus on all decisions of the Committee. If it is not possible to reach consensus, the matter will be determined as follows:
 - i. with respect to minor matters, a vote of the LMC members will take place and a simple majority will prevail; and in the event of a tie vote, the Chair of LMC will cast a second and deciding vote.
 - ii. with respect to significant matters, the matter will be referred to a full meeting of the Trustees to decide.
- e) All decisions shall be reported to the Trustees as soon as possible after being made.

6.2. Authority and Responsibility of the LMC

The Trustees delegate the following authorities and responsibilities to the LMC:

- a) Authorities of the LMC:
 - to engage Legal Counsel, as approved by the Chiefs of the Lake Huron First Nations who are Settlers of the Trust, to litigate the Annuities Claim;
 - to prepare, in consultation with the Beneficiaries, and recommend a draft Compensation Disbursement Agreement for the consideration of the Trustees;
 - to provide for the ongoing management of the Annuities Claim;
 - to develop for the consideration and approval of the Trustees, and to implement, a strategy for funding the Annuities Claim and litigation; and,
 - to administer the funds for the Annuities Claim.
- b) Responsibilities of the LMC:
 - to act as liaison between the Trustees and the Legal Counsel;
 - to act as liaison between the Trustees and the Chiefs of the Lake Huron First Nations who are Settlers of the Trust;
 - to provide direction and instructions to Legal Counsel with respect to the Annuities Claim and the litigation;
 - to take all necessary steps to advance the Annuities Claim and the litigation;
 - to act in the best interests of the Beneficiaries;
 - to evaluate the strategies and positions for the advancement of the Annuities Claim and litigation;
 - to prepare for the consideration of the Trustees, as contemplated in Article VIII, a Business Plan for Administration of the Fund, with objectives, budgets and strategies;
 - to prepare for the consideration of the Trustees, as contemplated in Article XV, a Litigation Management Plan, with budgets, strategies and positions with respect to the

Annuities Claim and the litigation, with the consultation of Legal Counsel and the Chiefs of the Lake Huron First Nations who are Settlers of the Trust;

- to maintain accurate and accessible case management files;
- to develop media releases and designate media spokespersons on matters relating to the Annuities Claim and litigation, in consultation with the Chiefs of the Lake Huron First Nations who are Settlers of the Trust;
- to develop and implement a meaningful consultation and communications strategy with the Chiefs of the Lake Huron First Nations who are Settlers of the Trust and Annuitants;
- to ensure that all parties that are, or will be, affected by the Annuities Claim and the litigation are informed on a regular and timely basis; and
- to report to the Trustees on a quarterly basis and to the Chiefs of the Lake Huron First Nations who are Settlers of the Trust on an annual basis or as otherwise requested by the Chiefs.

6.3. Decisions of the LMC

The LMC may make decisions, consistent with their authorities and responsibilities in section 6.3, in writing signed by all the members of the Committee.

6.4. Other Committees

The Trustees may from time to time appoint such other standing or temporary committees from among the Trustees as they consider advisable. The functions of these committees shall be advisory only, except to the extent that the Trustees specifically authorize them to make decisions on specific matters in a manner specified by the Trustees in writing provided that such decisions shall not derogate from the power of the Trustees. All recommendations and decisions shall be recorded and reported to the Trustees as soon as possible after being made.

6.5. Chair and Vice Chair

The Chairperson and Vice-Chairperson of the LMC shall serve as the Chair and Vice Chair of the Trustees. If a Trustee who is the Chairperson or Vice-Chairperson ceases to be a Trustee, that Trustee shall cease to hold office and the Trustees shall appoint a replacement Chair or Vice-Chair as soon as reasonably possible. From time to time, the Trustees may assign additional responsibilities to the Chairperson and Vice-Chairperson.

6.6. Additional Officers

The Trustees may appoint additional officers from among the Trustees as the Trustees consider necessary or desirable and for a term determined by the Trustees. Subject to the provisions of this Indenture, the titles and responsibilities of the additional officers shall be as assigned to them by the Trustees.

6.7. Bylaws

The rules for Committee meetings and decision-making processes, including but not limited to, the manner of giving of notices of meetings, the setting of the agenda for each meeting, the decision-making

authority, voting and other matters, may be set out in Bylaws by the Trustees as the Trustees consider necessary.

The authority of the Chair and Vice Chair or any additional officers shall be set out in one or more Bylaws or standing resolutions duly adopted by the Trustees, and exercised by the Trustees accordingly.

6.8. Officers of the Fund

The Chairperson, the Vice-Chairperson and other officers appointed pursuant to this section shall be considered "Officers of the Fund".

ARTICLE VII

BANKING, CUSTODIAL ARRANGEMENTS, BORROWING AND SIGNING AND RELATED AUTHORITIES

7.1. Trustees Banking Powers

The Trustees may from time to time open, maintain and operate one or more accounts for banking purposes with a Financial Institution.

7.2. Fund Accounts

- a) The Trustees shall open an "Administration & Legal Fees Account" in which they shall cause to be deposited all monies received for this purpose, consistent with the amount fixed by the approved budget for expenditures falling within the administration and legal fees needs of the Fund.
- b) The Trustees shall also open a "Compensation Account" in which they shall cause to be deposited any "Compensation/Settlement Proceeds" that may be received by the Trustees.
- c) The Trustees have the power to open any and other accounts as deemed necessary by the Trustees for the Fund.

7.3. Financial Institutions

The Trustees may from time to time appoint Financial Institutions to act as custodian of the Assets or any part of them for and on behalf of the Fund.

7.4. Borrowing

The Trustees may not borrow money for any purpose except as follows:

- a) The Trustees may establish an operating line of credit facility up to a maximum of \$100,000.00, with a Financial Institution; and
- b) The Trustees may borrow money to finance the litigation for the Annuities Claim, subject to the approval of the Settlers of the Trust.

Any moneys borrowed by the Trustees on behalf of the Trust shall be guaranteed by the Settlers of the Trust. Money borrowed shall be treated as Trust Property.

7.5. Signing and Access Authority

Within the limits of existing budgets approved by the Trustees, any cheques, orders for the payment of money, assignments, transfers, powers of attorney to transfer or accept securities, agreements, contracts or other instruments, including without limitation contracts with or retainers or engagements of persons referred to in Article X, shall be signed on behalf of the Fund by two signing authorities, as follows:

- a) the Chairperson, Vice Chairperson or designated Administrative Officer (non-Trustee), together with,
- b) one other LMC Trustee.

Access to, instructions for the delivery or acceptance of, and withdrawal of securities from any depository for the safekeeping of the Assets of the Fund shall be had, done or authorized on behalf of the Fund by two individuals designated by the Trustee for that purpose, at least one of whom shall be a Trustee.

ARTICLE VIII

ADMINISTRATION PLANNING AND EXPENSES

8.1. Administration Expenses

“**Administration Expenses**” means all expenditures, costs and expenses in connection with the operation and management of the Fund, except:

- a) Any reimbursements to the Settlers of the Trust, as referred to in Article IX; and
- b) Legal fees and disbursements for litigation related to the Annuities Claim.

8.2. Compliance with Budget

The Administration Expenses incurred for any year must not exceed the total amount set out for Administration Expenses in the budget for that year.

8.3. Business Plan for Administration

The Trustees shall submit for the review and approval of the Settlers, an initial Business Plan for the Administration of the Fund, as soon as possible and not later than six months after the creation of the Fund. This initial Business Plan shall cover the first year and a full period of five years from the inception of the Fund. Thereafter the Trustees shall prepare and submit or cause to be prepared and submitted annually, an update of the Business Plan for the review and approval of the Settlers no later than three months before the end of each financial year.

8.4. Business Plan Content

Each Business Plan shall address all of the business and activities of the Fund except for the litigation. Without limiting the generality of the foregoing, the Business Plan for Administration may include the investment objectives of the Fund, administrative objectives, communication objectives and concrete strategies and work-plans to be pursued, expected accomplishments and clear performance expectations, with timelines where applicable and possible, that are described or illustrated in such a manner that the results may be reported on and independently and objectively evaluated by direct comparison with the Business Plan.

The Business Plan shall contain a budget, which shall be prepared in accordance with Canadian generally accepted accounting principles and practices, consistently applied. The budget shall address all the business and activities of the Fund other than litigation, and include financial projections for the year and the first five years, including a detailed expenditure plan for the first year.

ARTICLE IX

REIMBURSEMENT OF SETTLORS OF THE TRUST

9.1. Reimbursement of Settlers

If compensation/settlement proceeds have been received by the Fund or if monies are otherwise available, the Trustees may disburse funds from the Assets to the Settlers of the Trust for the following:

- a) Pre-Trust Costs/Contributions – contributions for reasonable costs and expenses incurred in connection with pursuing the Annuities Claim prior to the establishment of the Fund, including the establishment and organization of the Fund, as identified in Schedule A, together with any interest as agreed upon by the Trustees, payable upon the submission of invoices; and
- b) Post-Trust Costs/Contributions – all contributions made by the Settlers of the Trust, after the establishment of the Fund, together with any interest as agreed upon by the Trustees, payable upon the submission of invoices.

For greater certainty, the reimbursement to the Settlers of the Trust is over and above any amount that may be disbursed pursuant to the Compensation Disbursement Agreement.

ARTICLE X

EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS

10.1. Trustees Power to Employ

The Trustees may employ such Persons from time to time as they consider necessary or desirable for the professional and prudent management and operation of the Fund. The Trustees may pay reasonable and proper compensation to, and fees and expenses of, such employees.

10.2. Trustees Power to Engage Consultants

The Trustees may engage external independent consultants, advisors or agents as they consider necessary or desirable for the purpose of the Fund. The Trustees may, in accordance with this Indenture, pay the reasonable and proper fees and expenses of such consultants, advisors or agents.

ARTICLE XI

INVESTMENTS

11.1. Trustee Duty of Prudence

The Trustees shall hold, manage, invest and keep invested the Assets in accordance with this Indenture and any investment policy established pursuant to section 11.2. In doing so, the Trustees shall act honestly, prudently and in good faith with a view to furthering the best interests of the Fund, and shall exercise the care, diligence and skill that a prudent person would exercise in comparable circumstances.

11.2. Investment Policy

The Trustees shall establish, if warranted, an investment policy consistent with this Indenture, and shall ensure that it is reviewed regularly and that it is being implemented properly.

11.3. Return on Investments

All return on investments shall be devoted to the purposes of the Fund. To the extent that such return is not currently required for expenditures to support such purposes and objectives, the return shall be accumulated and added to the Assets as capital.

ARTICLE XII

MANAGEMENT AND ADMINISTRATIVE OFFICES OF THE FUND

12.1. Power to Engage a Manager

The Trustees may appoint one or more Managers, Directors or Administrators from time to time to manage operate and administer all or any part of the Fund and the Assets through a contract entered into between the Trustees and the Manager in accordance with Article X. The mandate of the Manager, Director or Administrator shall be established by the Trustees. Subject to the approval of the Trustees, the contract may provide for the Manager, Director or Administrator to exercise certain powers of and make decisions on behalf of the Trustees.

12.2. Administrative Offices of the Fund

The Trustees may establish one or more administrative offices of the Fund, within one or more of the Reserves of the Lake Huron First Nations.

12.3. Registrations, Permits, etc.

The Trustees shall register the Fund as required and make applications for, obtain and keep in force all licenses and permits necessary under the legislation for the operations of the Fund.

ARTICLE XIII***ADDITIONAL CONTRIBUTIONS AND FUNDING AGREEMENTS*****13.1. Accepting Additional Contributions**

The Trustees may, in their discretion, accept any further or additional contributions of money or in kind that may be transferred to or settled on them by any Person. The Trustees may enter into agreements to receive additional contributions of money consistent with the purposes of the Fund. All such additional contributions shall be considered as capital contributions, unless otherwise expressly stipulated by the Trustees.

13.2. Additional Contributions Become Part of the Fund

The Trustees shall thereupon hold and stand possessed of any additional contributions of money or in kind contributions as part of the Fund, upon and subject to all the provisions of this Indenture and as if such subsequently transferred or settled property had originally formed part of the Assets.

13.3. Settlers to approve Conditions on Additional Contributions

Any additional contributions of money or in kind contributions that are subject to conditions imposed by the contributor or included in or attached to agreements imposing obligations on the Fund shall be approved in advance in writing by the Settlers of the Trust.

13.4. Replenishing of Administration & Legal Fees Account

The Fund may enter into agreements or arrangements with the Lake Huron First Nations who are Settlers of the Trust for the provision of regular contributions to ensure that the Administration & Legal Fees Account is replenished as necessary according to the Business Plan for Administration and the Litigation Management Plan and budgets approved by the Trustees pursuant to this Indenture, to ensure that the purposes of the Fund are maintained and progress toward achievement is possible.

ARTICLE XIV***CONFLICTS OF INTEREST*****14.1. Disclosure**

A Trustee who:

- a) Is a party to a material contract, or proposed material contract with the Fund entered into or to be entered into in accordance with the terms and conditions of this Trust Indenture; or

- b) Is a director or an officer of or has a material interest in any person who is a party to a material contract or proposed material contract with the Fund entered into or to be entered into in accordance with the terms and conditions of this Trust Indenture,

shall disclose his or her interest in writing to the other Trustees, without disclosing the nature or details, or shall request to have entered in the minutes of meetings of Trustees, that such Trustee has such an interest.

14.2. Nature of Disclosure

The disclosure required by the preceding section shall be made:

- a) At the meeting at which a proposed material contract is first considered by the Trustees;
- b) If the Trustee was not then interested in a proposed material contract, at the first meeting after her or she becomes so interested;
- c) If the Trustee becomes interested after a material contract is made, at the first meeting after he or she becomes so interested; or
- d) If a person who is interested in a material contract becomes a Trustee subsequent to execution hereof, at the first meeting after he or she becomes a Trustee.

14.3. Prohibited from Discussions

A Trustee described in section 14.1 and 14.2 shall not take part in discussions or deliberations concerning any such material contract and shall not vote on any resolution to approve the same.

14.4. Sufficient Declaration

For the purposes of this Article, a general notice to the Trustees by a Trustee declaring that he or she is a director or officer of, or has a material interest, in a person and is to be regarded as interested in any material contract made with that person, is a sufficient declaration of interest in relation to any material contract so made.

14.5. Conflict Does Not Necessarily Void

A material contract is neither void nor voidable by reason of a relationship contemplated in this Article or by reason only that a Trustee with an interest in the material contract is present at, a meeting of Trustees that authorized or approved the material contract if the Trustee disclosed his or her interest in accordance with this Article, the material contract was approved by the Trustees and was reasonable and fair at the time the same was approved.

ARTICLE XV

LITIGATION MANAGEMENT PLAN

15.1. Initial Litigation Management Plan (LMP)

The Trustees shall submit to the Settlers of the Trust, an initial Litigation Management Plan, developed in consultation with legal counsel, as soon as possible, but no later than six months, after the creation of the

Fund. This initial Plan shall cover the first year and a full period of five years from the inception of the Fund. After the initial LMP, the Trustees shall prepare and submit or cause to be prepared and submitted annually, an update of the Plan for the next five years, for the review and approval of the Settlers of the Trust, no later than three months before the end of each financial year.

15.2. LMP Content

The Litigation Management Plan shall address all of the activities related to pursuing the Annuities Claim, including specific objectives, strategies to be pursued, expected accomplishments and clear performance expectations, with timelines where applicable and possible, that are described or illustrated in such a manner that the results may be reported on and independently and objectively.

15.3. Budget

The Litigation Plan shall contain a budget. The budget shall be prepared in accordance with Canadian generally accepted accounting principles and practices, consistently applied. The budget shall address all the activities related to pursuing the Annuities Claim including financial needs and projections for the year and the first five years, including a detailed expenditure plan for the first year.

15.4. Communicating the Litigation Management Plan

The Trustees shall communicate the LMP to the Lake Huron First Nations who are Settlers of the Trust on a solicitor-client privilege basis.

ARTICLE XVI

BOOKS, RECORD AND FILING OF RETURNS

16.1. Records and Accounts

The Trustees shall maintain or cause to be maintained at all times adequate and comprehensive records and accounts of the business, proceedings, decisions and financial transactions related to the Fund and the Assets.

16.2. Filings

The Trustees shall make and file or cause to be made and filed all proper returns of information or otherwise in connection with the Fund and the trusts of this Indenture as may be required by applicable law.

ARTICLE XVII

BENEFICIARY

17.1. The Fund Beneficiary

The Beneficiaries of the Fund are the Settlers of the Trust and the Annuitants. Nevertheless, the Fund exists for the purposes and objectives set out in this Indenture.

17.2. Beneficiary found Void

In the event it is determined that the designation of any one or more of the Beneficiaries as a Beneficiary under this Trust Indenture is void for any reason including by operation of law, then the Trust constituted herein shall not be void but rather shall continue for the benefit of the remaining Beneficiaries.

17.3. Restrictions on the Disclosure of Information

Save as required by law and subject to an order of any competent court or tribunal, the Trustees shall not be bound to disclose to any Beneficiary other than a Settlor of the Trust, any confidential documents or other confidential information relating to this Fund. More particularly, the Trustees shall not disclose to any Beneficiaries, other than the Settlers, any information related to the Annuities Claim which is solicitor-client privileged or litigation privileged, except in accordance with confidentiality protocols and procedures prescribed by the Trustees.

ARTICLE XVIII***TRUSTEE LIABILITY*****18.1. Liability of Trustees**

The Trustees shall not be responsible for the acts or defaults of each other or for any error in judgment or for any act of omission or commission not amounting to actual fraud, willful misconduct, or gross negligence in the management and administration of the Trust. The Trustees shall not be personally liable upon any monies to become due from or by and claims against the Trust or upon any investment or loan executed by the Trustees under the provisions hereof. The Trustees shall have power to bind the Trust Property without rendering themselves personally liable. The legal title to all the Trust Assets shall be and remain vested in the Trustees, their nominees and successors.

ARTICLE XIX***TRUSTEE INDEMNITY AND INSURANCE*****19.1. Trustee Indemnity**

The Trustees, on behalf of the Fund, shall at all times indemnify and save harmless each Trustee, out of the Assets, from and against all Other Claims, to the extent such Other Claims are not resulting from the Trustee's failure to comply with obligations set out in Sections 4.10 to 4.12.

19.2. Protections Continue

Notwithstanding any other provision of this Indenture, the protections and indemnities set out herein, shall continue after a Trustee has ceased to be a trustee of the Fund, the termination of the Fund and the termination of this Indenture.

19.3. Trustees Indemnified by the Settlers for Legal Costs

The Trustees are indemnified by the Settlers of the Trust for any legal costs that may be awarded by a court or tribunal with respect to the Annuities Claim.

19.4. Insurance

The Trustees may purchase and maintain at the expense of the Fund or any other person, any insurance against any other claims for the benefit of the Trustees and other indemnitees in form and substance that the Trustees consider appropriate and to the extent reasonably available, including but not limited to errors and omissions insurance and insurance with client and third party coverage. This insurance will not enure to the benefit of a Trustee to the extent such other claims result from the Trustee's failure to discharge his duties in good faith and without wilful misconduct.

ARTICLE XX

AMENDMENT AND TERMINATION

20.1 Amendment

This Indenture may be amended in writing when 60% of the Settlers of the Trust, acting reasonably giving consideration to the circumstances, decide to approve a proposed amendment.

20.2 When Terminated

Notwithstanding anything contained elsewhere in this Indenture, the Fund shall be terminated in accordance with this Article when its duration is completed in accordance with section 2.4, or under the following circumstances:

- a) The Trustees, acting upon independent professional legal advice, determine that the maximum period permitted under applicable perpetuities law for the Fund to subsist is expiring within the following 12 months.
- b) At any time 60% of the Settlers of the Trust, acting reasonably giving consideration to the circumstances, decide that the Fund should be terminated.

20.3 Termination Procedure

If the Fund is to be terminated pursuant to the preceding section, the Trustees shall complete the following:

- a) Collect and receive whatever is due to the Fund to the extent feasible;
- b) Apply the Assets or parts of them to discharge and pay all of the obligations and actual liabilities of the Fund,
- c) The Trustees shall identify a reasonable dollar amount to provide for future payment of amounts that may be or become due to actual and contingent creditors of the Fund; and
- d) After the Assets, or what remains of them, have been allocated to the obligations and liabilities of the Fund, wind up the Fund in accordance with applicable law.

20.4 Liabilities exceeding Assets

In the event that the liabilities of the Fund exceed the Assets of the Fund, the Settlers of the Trust shall remit funds to the Trust to enable the liabilities to be fully discharged. For greater certainty, the Fund shall remain in existence till all the liabilities are discharged.

20.5 Distribution of Remaining Fund Assets in the Legal and Administration Account

In the event that Fund Assets remain in the Legal and Administration Account after the obligations and liabilities and estimated liabilities are accounted for, the Trustees shall disburse the remaining assets to the Settlers of the Trust in direct proportion with the amounts contributed to the Fund since the inception of the Fund by each Settlor.

20.6 Distribution of Remaining Amount in Compensation Account

An amount equal to any outstanding accounts for legal services shall be removed from the Compensation Account and deposited to the Administration & Legal Fees Account to be paid to Legal Counsel. Any further amounts to be reimbursed to the Settlers of the Trust pursuant to Article IX shall be distributed to the Settlers. The amount remaining after this amount is withdrawn, shall be distributed to the Beneficiaries pursuant to a Compensation Disbursement Agreement.

ARTICLE XXI

GENERAL PROVISIONS

21.1 Aboriginal and Treaty Rights

Nothing in this agreement shall be considered to infringe, abrogate, or extinguish any treaty or aboriginal rights recognized and affirmed in the Constitution Act 1982, nor shall any part of this agreement be deemed to waive, abandon, or surrender any such right. For greater certainty, nothing in this agreement shall be construed so as to in any way diminish or derogate the aboriginal, treaty, constitutional, or other related rights of the Lake Huron First Nations and their Members or any Annuitants, including, inter alia, the rights of those First Nations, Members or Annuitants under the 1850 Robinson Huron Treaty.

21.2 In the Event of Invalidity, Illegality, Unenforceability Found

The parties to this Agreement covenant and agree that in case one or more of the provisions contained in this Agreement, shall, for any reason, be held to be, in whole or in part, invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or other remaining part of any provisions hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

IN WITNESS WHEREOF the Settlers by their Chiefs or authorized officers and the Trustees have duly subscribed to, executed and delivered this Trust Indenture on the dates hereinafter written

SETTLORS:

Aundeck Omni Kaning First Nation:

 Date: Aug 23/10

Batchewana First Nation:

 Date: Aug 23/10

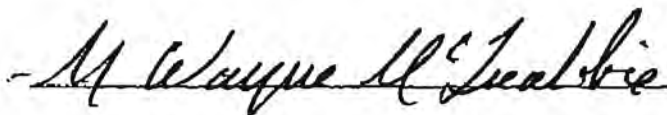
Dokis First Nation:

 Date: Aug 23/10

Garden River First Nation:

 Date: Aug 23/10

Heavy Inlet First Nation:

 Date: Aug 31/2012

Magnetawan First Nation:

 Date: Aug 23, 2010

M'Chigeeng First Nation:

Tony D. Dussan Date: Aug 23, 2010

Mississauga #8 First Nation:

Douglas Daybatal Date: Aug. 23/2010

Nipissing First Nation:

Dorey Dussan Date: Aug. 23 2010

Sagamok Anishnawbek First Nation:

P. D. Date: Aug 23. 2010

Serpent River First Nation:

Andrew Mearns Date: Aug 23/2010

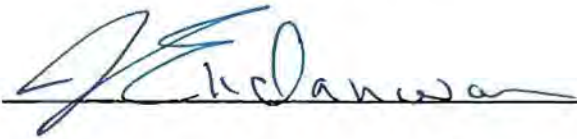
Shawanaga First Nation:

Chief D. D. Date: Aug 23/2010

Sheguiandah First Nation:

D. D. Date: Aug. 24, 2010

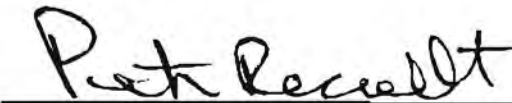
Sheshegwaning First Nation:

 Date: Aug 23/10

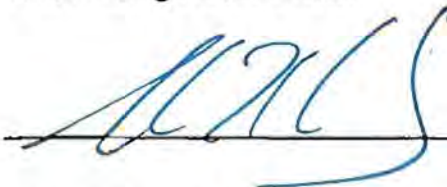
Thessalon First Nation:

 Date: Aug 23/10

Wahnapitae First Nation:

 Date: Aug. 23/10.

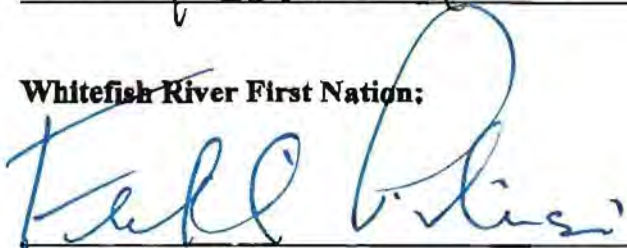
Wasauksing First Nation:

 Date: Aug 23/10

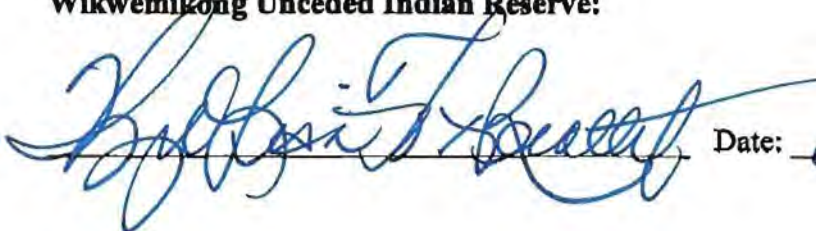
Whitefish Lake First Nation:

 Date: Aug 31/12.

Whitefish River First Nation:

 Date: Aug 23/10

Wikwemikong Unceded Indian Reserve:

 Date: August 23/10

Zhiibaahaasing First Nation:

 Date: Aug 23/10

TRUSTEES:**Trustee - Aundeck Omni Kaning First Nation:**

 Date: Aug 30/12

Trustee - Batchewana First Nation:

 Date: Aug 23/10

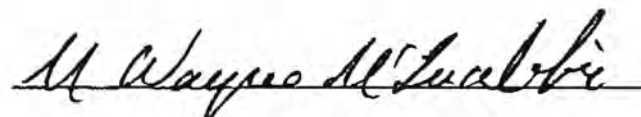
Trustee - Dokis First Nation:

 Date: Aug 23, 2010

Trustee - Garden River First Nation:

 Date: Aug 23/10

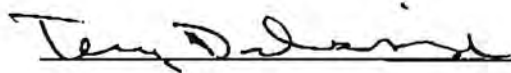
Trustee - Henvy Inlet First Nation:

 Date: Aug

Trustee - Magnetawan First Nation:

 Date: Aug-24-10

Trustee - M'Chigeeng First Nation:

 Date: Aug 23, 2010

Trustee - Mississauga #8 First Nation:

 Date: Aug 23, 2010

Trustee - Nipissing First Nation:

 Date: Aug 23, 2010

Trustee - Sagamok Anishnawbek First Nation:

 Date: August 24, 2010

Trustee - Serpent River First Nation:

 Date: Aug 23/2010

Trustee - Shawanaga First Nation:

 Date: Aug 23/2010

Trustee - Shegelandah First Nation:

A. Donaldson

Date: Effective Aug 23/15

Trustee - Sheshegwaning First Nation:

J. Dancer

Date: 2 Feb 11

Trustee - Thessalon First Nation:

Jamie Webber

JW

Date: Aug 23/10

Trustee - Wahnapiitae First Nation:

Peter Reel

Date: Aug 23/10
Aug 23/10

Trustee - Wasauksing First Nation:

A. 70

Date: Aug 23/10

Trustee - Whitefish Lake First Nation:

Chief Steve Miller

Date: Aug 31/12

Trustee - Whitefish River First Nation:

Valerie McGregor

Date: August 23/10

Trustee - Wikwemikong Unceded Indian Reserve:

Pelt Date: *August 23, 2010*

Trustee - Zhiibaahaasing First Nation:

Sam Mump Date: *August 24, 2010*

Trustee-at-Large:

M Larmie Date: *June 14, 2011*

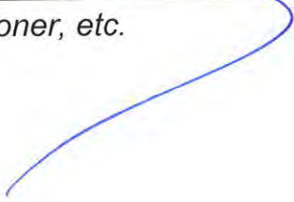
SCHEDULE "A"
Robinson Huron Treaty Defense Fund Contributions
PRE-TRUST CONTRIBUTIONS OF SETTLORS

First Nation	Sum of Contribution
Aundeck Omni Kaning	\$70,000.00
Batchewana First Nation	\$60,000.00
Dokis First Nation	\$50,000.00
Garden River First Nation	\$40,000.00
Henvey Inlet First Nation	\$40,000.00
Magnetawan First Nation	\$40,000.00
M'Chigeeng First Nation	\$70,000.00
Mississauga First Nation	\$40,000.00
Nipissing First Nation	\$70,000.00
Sagamok Anishnawbek	\$60,000.00
Serpent River First Nation	\$60,000.00
Shawanaga First Nation	\$70,000.00
Sheguiandah First Nation	\$20,000.00
Sheshegwaning First Nation	\$40,000.00
Thessalon First Nation	\$30,000.00
Wahnapitae First Nation	\$50,000.00
Wasauksing First Nation	\$60,000.00
Whitefish Lake First Nation	\$20,000.00
Whitefish River First Nation	\$40,000.00
Wikwemikong Unceded Indian Reserve	\$20,000.00
Zhiibaahaasing First Nation	\$20,000.00

The following is Exhibit "B" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024

A handwritten signature in blue ink, consisting of a stylized 'D' followed by a horizontal line and a small flourish.

A Commissioner, etc.

A long, sweeping blue ink flourish that starts from the right side of the signature line and curves downwards and to the left.



Chronological no. # 1609
File reference no.

BAND COUNCIL RESOLUTION

NOTE:
The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the AUNDECK OMNI KANING FIRST NATION (Sucker Creek Band #23)					Cash free balance
Date of duly convened meeting YYYY 2011					Capital account \$ _____
MM 12	DD 14	Province Ontario	Revenue account \$ _____		

DO HEREBY RESOLVE:

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown (s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol. Which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Protocol and Trust Indenture;

BE IT FURTHER RESOLVED that Chief is authorized to sign and take the necessary steps to implement our decision;

BEIT FINALLY RESOLVED that we appoint Chief Patsy Corbiere as the Trustee for our First Nation as required by the Trust Indenture.

A quorum for this First Nation Consists of 4	 (Chief Patsy Corbiere)	 (Councillor Dawn Madahbee)
 (Councillor Karen Shokan)	 (Councillor Marvin Assinewai)	 (Councillor Michael Abotosaway)
 (Councillor Scott Madahbee)	 (Councillor Ryan Corbiere)	 (Councillor Terry Abotossaway)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer Signature _____ Date _____			Recommending officer Signature _____ Date _____		
Approving officer Signature _____ Date _____			Approving officer Signature _____ Date _____		



BATCHEWANA FIRST NATION OF OJIBWAYS

Signatory of the 1850 Robinson-Huron Treaty

Rankin Reserve 15D, Goulais Bay Reserve 15A, Obadjiwan Reserve 15E, Whitefish Island Reserves

Administration Office 236 Frontenac Street
Sault Ste. Marie, Ontario P6A 5K9
Ph. (705) 759-0914 Fax (705) 759-9171
www.batchewana.ca

COUNCIL RESOLUTION

Chronological No. 2010- 21

Date of Duly Convened Meeting: D 15 M 06 Y 2010

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Protocol and Trust Indenture;

BE IT FURTHER RESOLVED that Chief is authorized to sign and take the necessary steps to implement our decision;

BE IT FINALLY RESOLVED that we appoint Chief Dean Sayers as the trustee for our First Nation as required by the Trust Indenture.

Quorum 5


Chief Dean Sayers

Councillor Greg Agawa

Councillor Shaun Boyer

Councillor Robert Gingras

Councillor Harvey M. Bell

Councillor Peter Sewell

Councillor Vernon Syrette

Councillor Trudy Boyer

Councillor Gary Roach



BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

Chronological no. - N° consécutif

1449

File reference no. - N° de référence du dossier

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

		Cash free balance - Solde disponible	
The council of the Le conseil de		Capital account Compte capital	
DOKIS FIRST NATION		\$ _____	
Date of duly convened meeting Date de l'assemblée dument convoquée	D-J M Y-A	Province	Revenue account Compte revenu
	0 7 0 4 0 9	ONTARIO	\$ _____

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Protocol and Trust Indenture;

BE IT FURTHER RESOLVED that Chief is authorized to sign and take the necessary steps to implement our decision;

BE IT FINALLY RESOLVED that we appoint GARY LAWRENCE DOKIS as the Trustee for our First Nation as required by the Trust Indenture.

Quorum 4

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

Denise Rector

(Chief - Chef)

Lemuel Doherty

(Councillor - Conseiller)

Roger Rector

(Councillor - Conseiller)

Andrew Doherty

(Councillor - Conseiller)

Lina Rector

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

Expenditure - Dépenses	Authority (Indian Act Section Autorité (Article de la Loi sur les Indiens)	Source of funds Source des fonds ☐ Capital ☐ Revenue Revenu	Expenditure - Dépenses	Authority (Indian Act Section Autorité (Article de la Loi sur les Indiens)	Source of funds Source des fonds ☐ Capital ☐ Revenue Revenu
Recommending officer - Recommandé par			Recommending officer - Recommandé par		
Signature _____ Date _____			Signature _____ Date _____		
Approving officer - Approuvé par			Approving officer - Approuvé par		
Signature _____ Date _____			Signature _____ Date _____		



Chronological no.

R# 2014-2015-08

File reference no.

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the GARDEN RIVER FIRST NATION		Cash free balance
		Capital account \$ _____
Date of duly convened meeting	Province	Revenue account \$ _____
11 ^D 30 ^M 51 ^Y 4	Ontario	

DO HEREBY RESOLVE:

GARDEN RIVER FIRST NATION TRUSTEE FOR ROBINSON HURON TREATY

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

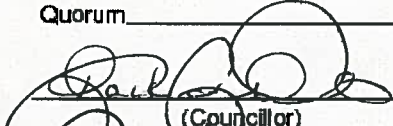
WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached

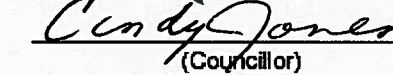
THEREFORE BE IT RESOLVED that we approved the Trust Indenture on or about August 23, 2012 and authorized then Councillor Blaine Belleau to sign the Trust Indenture;

BE IT FURTHER RESOLVED that we understood funding was required for this litigation and we agreed to budget an annual amount of \$20,000 payable to the Trust Indenture of the Robinson Huron Litigation Fund.

BE IT FINALLY RESOLVED that we appoint LESLIE CARTAGHEAU/ZACK as the Trustee for our First Nation as required by the Trust Indenture effective today's date.

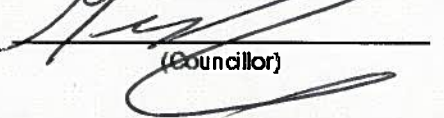
Quorum _____

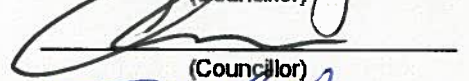

(Councillor)

(Councillor)

(Councillor)


(Chief)

(Councillor)

(Councillor)

(Councillor)


(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
_____ Signature			_____ Signature		
_____ Date			_____ Date		
Approving officer - Approuvé par			Approving officer		
_____ Signature			_____ Signature		
_____ Date			_____ Date		

Chronological no.

2015/16-026

BAND COUNCIL RESOLUTION

File reference no.

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

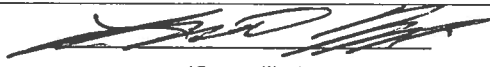
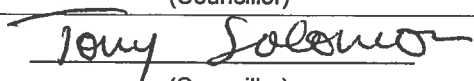
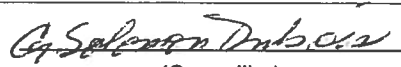
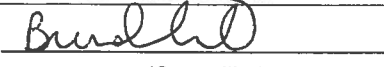
The council of the HENVEY INLET FIRST NATION		Cash free balance
		Capital account \$ _____
Date of duly convened meeting	Province	Revenue account \$ _____
D 2 8 0 7 1 5	Ontario	

DO HEREBY RESOLVE:

Whereas Henvey Inlet First Nation has reviewed the document known as the Trust Indenture of the Robinson Huron Treaty Litigation Fund and;

Be it hereby resolved that, we the Chief and Council of the Henvey Inlet First Nation agree to the establishment of the Trust Indenture of the Robinson Huron Treaty Litigation Fund and,

Be it Finally Resolved That we appoint Brenda Contin, of our community to act in the position of Trustee in accordance with the terms of the Trust Indenture.

Quorum <u>4</u>		
 (Councillor)	 (Chief)	 (Councillor)
 (Councillor)	 (Councillor)	 (Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
SignatureDate			SignatureDate		
Approving officer - Approuvé par			Approving officer		
SignatureDate			SignatureDate		

BAND COUNCIL RESOLUTION

BCR Number:

2023-041



Council Of:	Quorum:	Date of Duly Convened Meeting:
MAGNETAWAN FIRST NATION	3	May 29, 2023. Month-Day-Year

PURPOSE: To approve the Trust Indenture re: Robinson Huron Treaty 1850

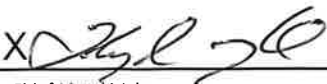
WHEREAS the Chiefs and Councils of the Magnetawan First Nation are united in their decision to jointly pursue an Annuities claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Magnetawan First Nation believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

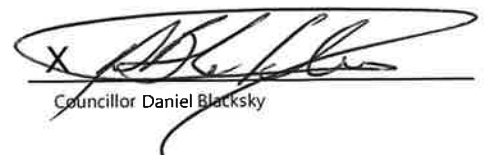
WHEREAS the Chiefs and Councils of the Magnetawan First Nation intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Magnetawan First Nation have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust indenture is attached;

THEREFORE BE IT RESOLVED that we approve the attached Trust Indenture.

X 
Chief Lloyd Myke

X 
Councillor Christopher Pitawanakwat

X 
Councillor Daniel Blatsky



Chronological no.
3983
Department:



M'CHIGEENG FIRST NATION COUNCIL RESOLUTION

Date of duly convened meeting	D	M	Y	
	09	10	2012	

DO HEREBY RESOLVE:

WHEREAS M'Chigeeng First Nation has reviewed the document known as the Trust Indenture of the Robinson Huron Treaty Litigation Fund and;

WHEREAS, the Chief and Council of M'Chigeeng First Nation agree to the establishment of the Trust Indenture of the Robinson Huron Treaty Litigation Fund and,

THEREFORE BE IT RESOLVED that we appoint Joseph Hare, of our community, to act in the position of Trustee in accordance with the terms of the Trust Indenture.

Joe Hare
Chief Joe Hare

Brian Bisson
Councillor, Brian Bisson

Hazel Recollet
Councillor, Hazel Recollet

Councillor, Ray Corbiere

Councillor, Melanie Debassige

Gerald Ehse
Councillor, Gerald Ehse

Robert Beaudin
Councillor, Robert Beaudin

Victor Migwans
Councillor, Victor Migwans

Henry Panamick Sr.
Councillor, Henry Panamick Sr.

Beverly Roy-Carter
Councillor, Beverly Roy-Carter

Councillor, Kevin Eshkawkogan

QUORUM 6

BAND COUNCIL RESOLUTION



Chronological Number
#024-09-10
File Reference number

The Council of the	Mississauga First Nation					
Date of duly convened meeting	D	M	Y	Province		
	1	9	0	8	0	9
					Ontario	

DO HEREBY RESOLVE:

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Protocol and Trust Indenture;

BE IT FURTHER RESOLVED that Chief Douglas Daybutch is authorized to sign and take the necessary steps to implement our decision;

BE IT FINALLY RESOLVED that we appoint Roger Daybutch as the Trustee for our First Nation as required by the Trust Indenture.

Quorum Six (6)

Ron Daybutch
(Councillor)

Standa Boyer
(Councillor)

Richard Binette
(Councillor)

Douglas Daybutch
(Chief)

Robert Boyer
(Councillor)

M. Ch. Skye
(Councillor)

Alan B.
(Councillor)

John McPhee
(Councillor)

John McPhee
(Councillor)

Matthew Armstrong
(Councillor)



Chronological no.
1553

File reference no.

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

Council Resolution

The Council of the NIPISSING		Cash free balance
Date of duly convened meeting -> Day Month Year 7 04 2009		Capital account \$ _____
Province ONTARIO		Revenue account \$ _____

DO HEREBY RESOLVE:

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Protocol and Trust Indenture;

BE IT FURTHER RESOLVED that Chief is authorized to signed and take the necessary steps to implement our decision;

BE IT FINALLY RESOLVED that we appoint Michael Restoule for our First Nation as required by the Trust Indenture.

Quorum Five

Marianna Gurbie
Chief

[Signature]
Deputy Chief

[Signature]
Councillor

Councillor

Councillor

[Signature]
Councillor

[Signature]
Councillor

[Signature]
Councillor

[Signature]
Councillor

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of Funds Capital _____ Revenue _____	Expenditure	Authority (Indian Act Section)	Source of Funds Capital _____ Revenue _____
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		



Sagamok Anishnawbek

P.O. Box 610
Massey, Ontario, Canada
P0P 1P0

Telephone (705) 865-2421
Fax (705) 865-3307

RESOLUTION

CHRONOLOGICAL NO. 2009-05-901

THE COUNCIL OF SAGAMOK ANISHNAWBEK

AGENCY: SUDBURY

PROVINCE: ONTARIO

PLACE: SAGAMOK ANISHNAWBEK

DATE: May 25, 2009

WHEREAS Sagamok Anishnawbek First Nation has reviewed the document known as the Trust Indenture of the Robinson Huron Treaty Litigation Fund and;

THEREFORE, It is hereby resolved that we, the Chief and Council of Sagamok Anishnawbek First Nation we agree to the establishment of the Trust Indenture of the Robinson Huron Treaty Litigation Fund and,

THAT FURTHER, we appoint Kim Sissenah of our community to act in the position of Trustee in accordance with the terms of the Trust Indenture.

Chief Paul Fghkakogan

Councillor Anna Marie Abitong

Councillor Mark Fghkakogan

Councillor Elaine Jones

Councillor Harvey Owl

Councillor Peter (Owl) Kokoko

Councillor Raymond Owl

Councillor Lawrence Solomon

Councillor Edward Southwind

Councillor Orion Southwind

Councillor Kenneth Toulouse

Councillor Nelson Toulouse

Councillor Mary Ann Trudeau

Serpent River First Nation

195 Village Road
Cutler Ontario Canada
P0P 1B0



Telephone: 705-844-2418
Facsimile: 705-844-2757

BAND COUNCIL RESOLUTION

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the SERPENT RIVER FIRST NATION					Chronological no. 2013-2014- 18	
					File Reference(Title / Subject): RHT Annuities Claim	
Date of Duly Convened Meeting					Cash free balance	
DD 25					Capital Account \$	
MONTH 09					Revenue Account \$	
YYYY 2013					Motion No.: 2013-09-25-03	
Province of Ontario						

DO HEREBY RESOLVE:

- Whereas;** the Chiefs and Councils of the lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;
- Whereas;** the chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robins Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;
- Whereas;** the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities claim in a Protocol, which is attached;
- Whereas;** the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

Therefore, be it resolved that we hereby approve the attached Protocol and Trust Indenture;

Be it Further Resolved that Chief is authorized to sign and take the necessary steps to implement our decision;

Be it Further Resolved that we understand funding is required for this litigation and we hereby agree to budget an annual amount of \$20,000 payable to the Trust Indenture of the Robinson Huron Litigation Fund unless other litigation financing is available.

Be it Finally Resolved that we appoint Isadore Day as the Trustee for our First Nation as required by the Trust Indenture.

Quorum: 5

Chief Isadore Day	Councillor Carol Shawana	Councillor Joey Jacobs
Councillor Bill McLeod	Councillor Elaine Johnston	Councillor Nicole Pelletier-Southwind
Councillor Quinn Meawasige	Councillor Shirley McLeod	Councillor Charlotte Commanda
	Councillor Emma Meawasige	

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds	Expenditure	Authority (Indian Act Section)	Source of funds
		☐ Capital ☐ Revenue			☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature			Signature		
Date			Date		

Our Vision Serpent River First Nation will have self-sufficient people within a community of caring and compassionate families.

Our Mission Serpent River First Nation will use all available financial, human, natural, technological and cultural resources to achieve self-sufficiency through the efforts of all Community Members. Our strong and unique cultural and spiritual identity will drive us to ensure a healthy community that is safe and secure for all generations.

SHAWANAGA FIRST NATION GOVERNMENT



COUNCIL OF: SHAWANAGA FIRST NATION

ROBINSON HURON TREATY 1850

IN THE PROVINCE OF: ONTARIO

PLACE: COUNCIL CHAMBERS

DATE: Day 03 Month April Year 2009 AD

SHAWANAGA FIRST NATION RESOLUTION

CHRONOLOGICAL No. 09-17-315

A QUORUM FOR THIS GOVERNMENT

CONSISTS OF: (4) FOUR
COUNCIL MEMBERS

DO HEREBY RESOLVE

WHEREAS The Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Funds, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Protocol and Trust Indenture;

BE IT FURTHER RESOLVED that Chief is authorized to sign and take the necessary steps to implement our decision;

BE IT FINALLY RESOLVED that we appoint the duly elected Chief as the Trustee for our First Nation as required by the Trust Indenture.



Chief



Head Councillor



Councillor

Councillor



Councillor

Councillor



Sheguiandah First Nation

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust indenture is attached;

THEREFORE BE IT RESOLVED that we approve the attached Trust Indenture

X Ewan M. [Signature]

Chief

X S. S. [Signature]

Councillor

X Pearl Waudchewas

Councillor

X [Signature]

Councillor

BAND COUNCIL RESOLUTION

Chronological no.

14-15-04

File reference no.

NOTE:

Band Funds.

Cash free balance

The council of the **SHESHEGWANING FIRST NATION**

Capital account \$ _____

Date of duly convened meeting D M Y
| 2 | 0 | | 0 | 5 | | 1 | 4 |

Revenue account \$ _____

DO HEREBY RESOLVE:

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we approved the Trust Indenture in or about August 31, 2012 and authorized our Chief for the First Nation and as Trustee to sign the Trust Indenture;

BE IT FURTHER RESOLVED that we understood funding was required for this litigation and we agreed to budget an annual amount of \$20,000 payable to the Trust Indenture of the Robinson Huron Litigation Fund.

BE IT FINALLY RESOLVED that we appoint Joseph Endanawas as the Trustee for our First Nation as required by the Trust Indenture effective today's date.

Quorum _____ 3 (Three)

(Councillor)

(Councillor)

(Councillor)

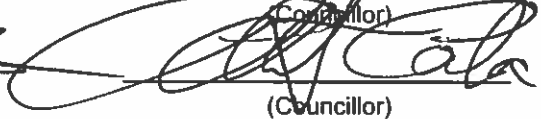

(Chief)


(Councillor)


(Councillor)

(Councillor)


(Councillor)


(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY

Expenditure

Authority
(Indian Act Section)

Source of funds

- ☐ Capital
☐ Revenue

Expenditure

Authority
(Indian Act Section)

Source of funds

- ☐ Capital
☐ Revenue

Recommending officer

Recommending officer

Signature

Date

Signature

Date

Chronological no. B.C.R. # 04	2010/2011
File reference no.	

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the		Cash free balance	
THESSALON FIRST NATION		Capital account	\$ _____
Date of duly convened meeting	Province	Revenue account	\$ _____
D M Y 2 1 0 5 1 0	ONTARIO		

DO HEREBY RESOLVE

- WHEREAS:** the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;
- WHEREAS:** the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;
- WHEREAS:** the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;
- WHEREAS:** the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED:

that we hereby approve the attached Protocol and Trust Indenture;

BE IT FURTHER RESOLVED:

that the Chief is authorized to sign and take the necessary steps to implement our decision;

BE IT FINALLY RESOLVED:

that we appoint Jamie Wabigwan as the Trustee for our First Nation as required by the Trust Indenture.

Quorum **Chief & 3 Councillors**

Alfred Brault
(Chief)

Albert Brault
(Councillor)

Margaret Hargrave
(Councillor)

7/15
(Councillor)

W.B. Brault
(Councillor)

Victor Wabigwan
(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer _____ Signature Date			Recommending officer _____ Signature		
Approving officer - Approuvé par _____ Signature Date			Approving officer _____ Signature Date		

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

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

		Cash free balance – Solde disponible	
The council of the Le conseil de		Wahnapitae First Nation	
Date of duly convened meeting Date de l'assemblée dument convoquée		D	D M M Y A Province
		0	2 0 9 1 0 Ontario
		Capital Account Compte capital \$ _____	
		Revenue Account Capital Account Compte revenu \$ _____	

**DO HEREBY RESOLVE:
DECIDE, PAR LES PRESENTES:**

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Protocol and Trust Indenture;

BE IT FURTHER RESOLVED that Chief is authorized to sign and take the necessary steps to implement our decision;

BE IT FINALLY RESOLVED that we appoint Peter Recollet as the Trustee for our First Nation as required by the Trust Indenture.

Quorum

3

Bob Pettfield
(Councillor - Conseiller)
Christine Andersen
(Councillor - Conseiller)
[Signature]
(Chief - Chef)
[Signature]
(Councillor - Conseiller)
[Signature]
(Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY – RESERVE AU MINISTÈRE					
Expenditure – dépenses	Authority (Indian Act section Autorité) (Article de la Loi sur les Indiens)	Source of funds Source des fonds ☐ Capital ☐ Revenue Revenu	Expenditure – dépenses	Authority (Indian Act section Autorité) (Article de la Loi sur les Indiens)	Source of funds Source des fonds ☐ Capital ☐ Revenue Revenu
Recommending officer – Recommande per			Recommending officer – Recommande per		
Signature _____ Date _____			Signature _____ Date _____		
Approving officer - Approuve per			Approving officer - Approuve per		
Signature _____ Date _____			Signature _____ Date _____		

WASAUKSING FIRST NATION



P.O. BOX 250
PARRY SOUND, ON
P2A 2X4
(705) 746-2531
FAX (705) 746-5984

Chronological no.	2014-0031
File reference no.	

NOTE: The words "from our Band funds", "capital" or "revenue", whichever is the case must appear in all resolution requesting for Band Funds.

Council of:				Cash free balance			
WASAUKSING (PARRY ISLAND) FIRST NATION				Capital account			
				\$ _____			
Date of duty convened meeting	d	d	m	m	y	y	Province
Community Council	1	3	0	5	1	4	ONTARIO
				Revenue account			
				\$ _____			

DO HEREBY RESOLVE: **WHEREAS** the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

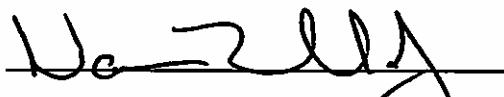
WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

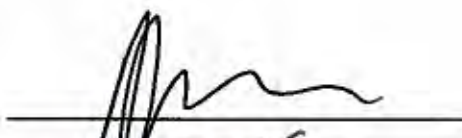
THEREFORE BE IT RESOLVED that we approved the Trust Indenture in or about August 31, 2012 and authorized our Chief to sign the Trust Indenture;

BE IT FURTHER RESOLVED that we understood funding was required for this litigation and we agreed to budget an annual amount of \$20,000 payable to the Trust Indenture of the Robinson Huron Litigation Fund.

BE IT FINALLY RESOLVED that we appoint Chief Warren Tabobondung as the Trustee for our First Nation as required by the Trust Indenture effective today's date.

DO HEREBY RESOLVE:


Chief
Warren Tabobondung


Councillor
Deborah Pegahmagabow


Councillor
Shane Tabobondung


Councillor
David Rice


Councillor
Brent Tabobondung


Councillor
Theresa McInnes

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer _____ Signature Date			Recommending Officer _____ Signature Date		
Approving Officer _____ Signature Date			Approving Officer _____ Signature Date		



Whitefish River First Nation
BAND COUNCIL RESOLUTION

CHRONOLOGICAL NO. 2973
FILE REFERENCE NO.

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The Council of the WHITEFISH RIVER FIRST NATION		Cash Free Balance Capital Account \$ _____
Date of Duty Convened Meeting May 10, 2010	Province ONTARIO	Revenue Account \$ _____

DO HEREBY RESOLVE:

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Protocol and Trust Indenture;

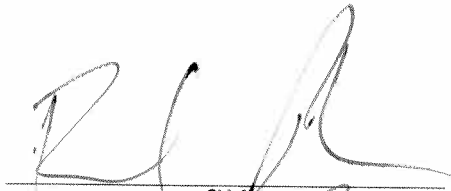
BE IT FURTHER RESOLVED that Chief is authorized to sign and take the necessary steps to implement our decision;

BE IT FURTHER RESOLVED that we understand funding is required for this litigation and we hereby agree to budget an annual amount of \$20,000 payable to the Trust Indenture of the Robinson Huron Litigation Fund.

BE IT FINALLY RESOLVED that we appoint Valarie McGregor as the Trustee for our First Nation as required by the Trust Indenture.

Quorum – (4)


Councillor


Chief


Councillor


Councillor


Councillor


Councillor


Councillor

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - Indian Act Section	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority - Indian Act Section	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Approving Officer Signature _____ Date _____			Approving Officer Signature _____ Date _____		

WIKWEMIKONG UNCEDED INDIAN RESERVE #26

P.O. Box 112, 19A Complex Drive, Wikwemikong, ON
P0P 2J0

B.C.R. 3639

B.C.R. FILE/RHT

BAND COUNCIL RESOLUTION

THE COUNCIL OF THE:	WIKWEMIKONG UNCEDED INDIAN RESERVE NO. 26
AGENCY:	411A/SUDBURY
PROVINCE:	ONTARIO
PLACE:	WIKWEMIKONG
DATE:	December 21, 2009

Note: includes approval for Trust Indenture and Protocol-attached on separate files

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Trust Indenture and express our commitment to pursue the attached Protocol;

BE IT FURTHER RESOLVED that the Chief is authorized to sign and take the necessary steps to implement our decision upon band council direction;

BE IT FURTHER RESOLVED that we understand funding is required for this litigation and we hereby agree to budget an amount of \$20,000 payable to the Trust Indenture of the Robinson Huron Litigation Fund on the condition that a complete report is provided by our Trustee to Wikwemikong Band Council before any monetary release in the Spring and Fall.

BE IT FINALLY RESOLVED that we intend to appoint, as soon as possible, a Trustee for our Wikwemikong Unceded Indian Reserve as required by the Trust Indenture.


Chief L.D. Hazel Fox-Recollet
2008-2010 Term

Councillor L.D. Fox-Recollet

Councillor Cecilia J.C. Pitawanakwat

Councillor Walter Manitowabi

Councillor Mary Wabano

Councillor Bernadine Francis

Councillor

Councillor Margaret Manitowabi

Councillor Anna M. Pangowish-McGregor

Councillor E. Maureen Trudeau-Manitowabi

Councillor Norman James Duke Peltier

Councillor A. Eugene Manitowabi

Councillor Kenneth Jacko

B.C.R. #3639

*Note: includes approval for Trust Indenture and Protocol-
attached on separate files*

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we hereby approve the attached Trust Indenture and express our commitment to pursue the attached Protocol;

BE IT FURTHER RESOLVED that the Chief is authorized to sign and take the necessary steps to implement our decision upon band council direction;

BE IT FURTHER RESOLVED that we understand funding is required for this litigation and we hereby agree to budget an amount of \$20,000 payable to the Trust Indenture of the Robinson Huron Litigation Fund on the condition that a complete report is provided by our Trustee to Wikwemikong Band Council before any monetary release in the Spring and Fall.

BCM 2009.51

December 21, 2009

6:30 p.m. Council Chambers 3

BE IT FINALLY RESOLVED that we intend to appoint, as soon as possible, a Trustee for our Wikwemikong Unceded Indian Reserve as required by the Trust Indenture.

cd.

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

557

File reference no. - N° de référence du dossier

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

				Cash free balance - Solde disponible	
The council of the Le conseil de Zhiibaahaasing First Nation				Capital account Compte capital \$	
Date of duly convened meeting Date de l'assemblée dument convoquée		D-J 26	M 05	Y-A 14	Province ONT
				Revenue account Compte revenu \$	

DO HEREBY RESOLVE:
DÉCIDE, PAR LES PRÉSENTES:

WHEREAS the Chiefs and Councils of the Lake Huron First Nations are united in their decision to jointly pursue an Annuities Claim against the Crown(s) for unfulfilled obligations arising out of or related to the annuity provisions of the Robinson Huron Treaty of 1850;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations believe that they and/or their members who receive or are entitled to receive annuities under the Robinson Huron Treaty of 1850, as well as others who receive or are entitled to receive annuities under the said Treaty, have a claim or claims against the Crown for unfulfilled obligations arising out of or related to the annuity provisions of the Treaty;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations intend to express their commitment to work together in pursuit of this Annuities Claim in a Protocol, which is attached;

WHEREAS the Chiefs and Councils of the Lake Huron First Nations have proposed the establishment of the Robinson Huron Treaty Litigation Fund, as a Trust to undertake the necessary litigation to pursue the Annuities Claim, a copy of the Trust Indenture is attached;

THEREFORE BE IT RESOLVED that we approve the attached Trust Indenture;

BE IT FURTHER RESOLVED that Chief and our Trustee Kevin Mossip signed the Trust Indenture and on August 23, 2010; and

BE IT FINALLY RESOLVED that we understand funding is required for this litigation and we agreed to budget an annual amount of \$20,000 payable to the Trust Indenture of the Robinson Huron Litigation Fund unless other litigation financing is available.

Quorum 3 (Three)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Chief - Chef)
Montaigne
(Councillor - Conseiller)
Baker
(Councillor - Conseiller)
MAJ
(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
Expenditure - Dépenses	Authority (Indian Act Section Autorité (Article de la Loi sur les Indiens)	Source of funds Source des fonds ☐ Capital ☐ Revenue Revenu	Expenditure - Dépenses	Authority (Indian Act Section Autorité (Article de la Loi sur les Indiens)	Source of funds Source des fonds ☐ Capital ☐ Revenue Revenu
Recommending officer - Recommande par Signature _____ Date _____			Recommending officer - Recommande par Signature _____ Date _____		
Approving officer - Approuve par Signature _____ Date _____			Approving officer - Approuve par Signature _____ Date _____		

The following is Exhibit "C" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.

Exhibit “C” to the Affidavit of Duke Peltier

Affirmed February 14, 2024

List of Trustees Authorized to Execute the Settlement Agreement

First Nation	Trustee
Atikameksheng Anishnawbek	Chief Craig Nootchtai
Aundeck Omni Kaning First Nation	Chief Patsy Corbiere
Batchewana First Nation	Chief Mark McCoy
Dokis First Nation	Mr. Jonathon Restoule
Garden River First Nation	Mr. Chester Langille
Henvey Inlet First Nation	Ms. Brenda Contin
Magnetawan First Nation	Chief Lloyd Myke
M'Chigeeng First Nation	Chief Morgan Hare
Mississauga #8 First Nation	Mr. Bob Chiblow
Nipissing First Nation	Mr. Mike Restoule
Sagamok Anishnawbek	Ogimaa Angus Toulouse
Serpent River First Nation	Chief Wilma-Lee Johnston
Shawanaga First Nation	Mr. Dan Pawis
Sheguiandah First Nation	Mr. Elvis Mishibinijima
Sheshegwaning First Nation	Chief Alana Endanawas
Thessalon First Nation	Ms. Christina Hicks
Wahnapiatae First Nation	Mr. Peter Recollet
Wasauksing First Nation	Chief Warren Tabobondung
Whitefish River First Nation	Ms. Esther Osche
Wiikwemkoong Unceded Territory	Mr. Duke Peltier
Zhiibaahaasing First Nation	Mr. Kevin Mossip
Trustee-at-Large	Mr. Allan Manitowabi

The following is Exhibit "D" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.

Robinson Huron Treaty Litigation Fund's Compensation Disbursement Agreement

Whereas the Lake Huron First Nations have established a Trust (Robinson Huron Treaty Litigation Fund) on August 23, 2010 to pursue the Annuities Claim and have approved a Trust Indenture which has been adopted by First Nation Councils;

Whereas the Trust Indenture provides that the Trustees will “develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds” within three (3) years from the establishment of the Trust;

Whereas this Compensation Disbursement Agreement shall be subject to and must be consistent with the Trust (Robinson Huron Treaty Litigation Fund) established on August 23, 2010 including but not limited to the definitions. This Trust Indenture is attached to this Agreement;

Whereas the Chiefs-in-Assembly put forward Principles to guide the Trustees in the development of the Compensation Disbursement Agreement on August 24, 2010;

Whereas the Chiefs-in-Assembly believe that the entitlement to annuities and the Compensation Disbursement Agreement should be governed by our own Anishinabek customs, laws and history, as well as the spirit and intent of the Treaty, and not by the *Indian Act* or Indian Affairs policies, treaty pay-lists or membership lists;

Whereas the Chiefs-in-Assembly hereby adopt the following Principles that shall guide the Trustees in developing the Compensation Disbursement Agreement:

1. The rights under the Robinson Huron Treaty are collective rights.
2. Entitlement to annuities shall be based on Anishinabek customs and laws rather than the *Indian Act* and Indian Affairs policies, band lists and treaty pay-lists.
3. Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment on a priority basis.
4. It will be up to each Lake Huron First Nation to decide whether to make *per capita* distributions to living individual annuitants who are members of their First Nation for their own distributions.

Whereas the Chiefs-in-Assembly received a recommendation for a Compensation Disbursement Agreement from the Trustees on August 8, 2012 consistent with the Principles to guide the Trustees.

Therefore the Chiefs-in-Assembly are prepared to recommend this Compensation Disbursement Agreement to the Settlers of the Trust and provide a First Nation Council Resolution or Council Resolution if they agree to this Compensation Disbursement Agreement. The distribution of the compensation/settlement proceeds shall be as follows:

1. The Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment.
2. If there is an amount to be allocated after the first distribution, the amount will be distributed as follows:

- a. 40 % will be allocated for equal distribution to each Lake Huron First Nations who participated in the Trust, with a reduction of 1% which is to be set aside to be allocated to living individual annuitants who are not members of the Settlor First Nations on the date of the establishment of the Trust will be entitled to receive a *per capita* distribution which reflects compensation for annuities they ought to have received in their lifetime. If there is amount remaining from the 1%, it will be allocated equally to the First Nations who participated in the Trust. If the 1% does not cover all costs to the eligible annuitants, the Trustees will request that each Lake Huron First Nation cover that amount from their remaining distributions.
- i. The principles to be applied for allocated to living individual annuitants who are not members of the Settlor First Nations for the 1% is:
- The Trustees will establish an application process and retain relevant consultants to verify applications
 - The deadline to apply under this process shall not exceed one (1) year from the date of the 40% distribution to the Lake Huron First Nations
 - The applicants must first apply to a Lake Huron First Nation
 - Upon proof of refusal from a Lake Huron First Nation, they can apply to the Trust with sufficient proof for their eligibility (i.e. genealogy)
 - The distribution to be allocated to each successful applicant shall not be more than the least amount that is distributed on a *per capita* basis to individuals from the Lake Huron First Nations
- b. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to their respective populations.
- c. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to the number of annuitants within their respective populations the amount per capita shall reflect the compensation for annuities an individual annuitant ought to have received in his or her lifetime.
- d. 10% will be set aside for the collective purposes of advancing the rights and interests of the members and First Nations within the Lake Huron First Nations as a whole.

Also, attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Finally, the Compensation Disbursement Agreement will be determined by 60% of the Settlor First Nations and may be amended by 60% of the Settlers of the Trust.

PRIORITY PAYMENT for COMPENSATION DISBURSEMENT AGREEMENT

FN TRUST COMPENSATION/SETTLEMENT PROCEEDS

Priority
Payment

1

1. LEGAL FEES AND OTHER COSTS
2. PRE-TRUST AND POST-TRUST INTEREST ON CONTRIBUTIONS OF SETTLORS OF TRUST (referred to as "F.N".)

Priority
Payment

2

COMPENSATION DISBURSEMENT AGREEMENT

40%

39%

EQUAL DISTRIBUTION for
F.N. WHO PARTICIPATED
IN TRUST

10%

SET ASIDE FOR COLLECTIVE
PURPOSES OF ADVANCING
RIGHTS & INTERESTS OF
F.N. WHO PARTICIPATED
IN THE TRUST

VERIFICATION PROCESS

Priority
Payment

3

1%
LIVING
INDIVIDUAL
ANNUITANTS
NOT MEMBER OF
SETTLOR F.N.

(+) Any remaining
amount from the
1% will be
disbursed equally
to F.N. WHO
PARTICIPATED IN
TRUST

(-) Any underfunded
applicants, the F.N.
are to cover equally
from the individual
F.N. amount of
distributions to be
received from
Priority Payment 3

25%

F.N. WHO PARTICIPATED IN
TRUST Proportionate to
respective population (subject to
verification process)

25%

F.N. WHO PARTICIPATED IN
TRUST Proportionate to number
annuitants within respective
populations (subject to
verification process)

The following is Exhibit "E" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.



BAND COUNCIL RESOLUTION

Chronological no.
1893

File reference no.

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the AUNDECK OMNI KANING FIRST NATION					Cash free balance			
Date of duly convened meeting					Capital account \$			
	D	M	Y	Province	Revenue account \$			
	1	1	0	6	1	8	Ontario	

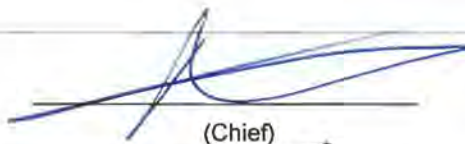
WHEREAS, the Aundeck Omni Kaning First Nation is a member First Nation of the Robinson Huron Treaty Annuities case against the Government;

WHEREAS, the Chief and Council of Aundeck Omni Kaning have reviewed the Priority Payment for Compensation Disbursement Agreement as presented.

THEREFORE IT BE RESOLVED, that the Aundeck Omni Kaning First Nation Chief and Council by Band Council Motion approve the Priority Payment for Compensation Disbursement Agreement as per the percentage amounts presented.

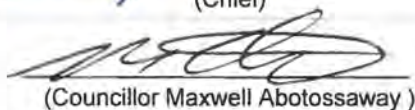
A quorum for this First Nation

Consists of 4
Council Members.

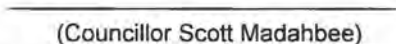

(Chief)


(Councillor Irene Altman)


(Councillor Karen McGraw-Shokan)


(Councillor Maxwell Abotossaway)


(Councillor Marvin Assinewai)


(Councillor Scott Madahbee)


(Councillor Ryan Corbiere)


(Councillor Debbie Francis)

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue



BATCHEWANA FIRST NATION OF OJIBWAYS

Signatory of the 1850 Robinson-Huron Treaty

Rankin Reserve 15D, Goulais Bay Reserve 15A, Obadjiwan Reserve 15E, Whitefish Island Reserve

Administration Office 236 Frontenac Street
Batchewana First Nation, Ontario P6A 6Z1
Ph. (705) 759-0914 Fax (705) 759-9171
www.batchewana.ca

COUNCIL RESOLUTION

Chronological No. 2018 - 040

Date of Duly Convened Meeting: D 28 M NOVEMBER Y 2018

Moved by Councillor

Peter SEWELL

Seconded by Councillor

Gary ROACH

WHEREAS on August 8, 2012 Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement;

WHEREAS also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim;

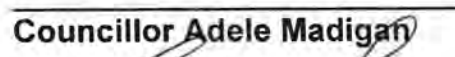
THEREFORE BE IT RESOLVED that the Chief and Council of Batchewana First Nation approve the Compensation Disbursement Agreement and direct our Chief Dean Sayers to sign any further documents to confirm our Agreement.

Quorum 5

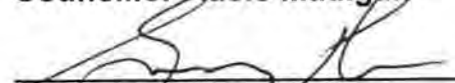

Chief Dean Sayers


Councillor Harvey Bell

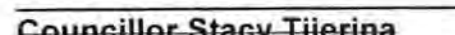

Councillor Dan Sayers Sr.

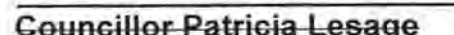

Councillor Adele Madigan


Councillor Peter Sewell


Councillor Gary Roach


Councillor Lynn Tegosh


Councillor Stacy Tijerina


Councillor Patricia Lesage



Chronological no.

1923

File reference no.

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the				DOKIS FIRST NATION		Cash free balance				
Date of duly convened meeting				D	M	Y	Province	Capital account	\$	
				26	11	2018		Revenue account	\$	

WHEREAS on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

WHEREAS also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

WHEREAS it be resolved that Dokis First Nation Chief and Council approve the compensation Disbursement Agreement in the amount of \$ 279,394.64 and direct our Chief to sign any further documents to confirm our agreement.

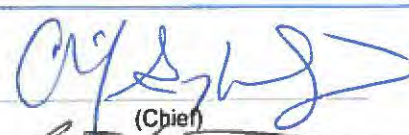
Quorum

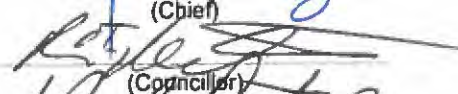
4

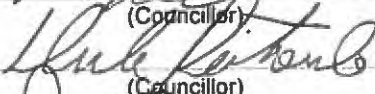

(Councillor)

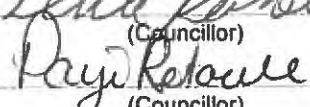
(Councillor)

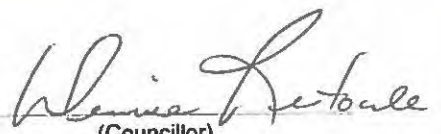
(Councillor)


(Chief)


(Councillor)


(Councillor)


(Councillor)


(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
Signature		Date	Signature		Date
Approving officer - Approuvé par			Approving officer		
Signature		Date	Signature		Date



Chronological no. <i>12# 2019-2020-02</i>
File reference No.

BAND COUNCIL RESOLUTION

Indian and Northern Affairs Canada Affaires Indiennes et du Nord Canada

Note: The words "from our Band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from Band Funds

The council of the: GARDEN RIVER FIRST NATION					Cash free balance
					Capital account \$ _____
Date of duly convened meeting:	Day <i>14</i>	Mo. <i>05</i>	Year 2019	Province ON	Capital Account \$ _____

Compensation Disbursement Agreement

Whereas on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

Whereas also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Therefore be it resolved that Garden River First Nation Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.

Quorum KAREN BELL	(Chief) PAUL SYRETTE	 CAROLINE BARRY
	CHRIS SOLOMON	
ANDY RICKARD	DARWIN BELLEAU	LESLIE ZACK-CARABALLO
 SUSAN BELL CHIBLOW	 DARRYL WILLIAMS-JONES	 MORLEY PINE
CRAIG SAYERS	DEBORAH PINE	PAMELA PERREAULT

FOR DEPARTMENT USE ONLY					
Expenditure	Authority (Indian Act Sec.)	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Sec.)	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature _____ date _____			Signature _____ date _____		
Approving Officer			Approving Officer		
Signature _____ date _____			Signature _____ date _____		

	Chronological no. 2023/24-012
BAND COUNCIL RESOLUTION	File reference no.

NOTE:
The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

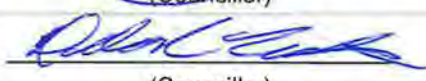
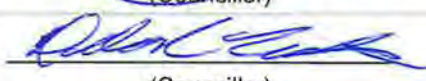
The council of the HENVEY INLET FIRST NATION		Cash free balance
		Capital account \$ _____
Date of duly convened meeting	Province	Revenue account \$ _____
D 1 9 M 0 5 Y 2 3	Ontario	

DO HEREBY RESOLVE:

Whereas on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

Whereas also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Therefore be it resolved that Henvey Inlet First Nation Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.

Quorum <u>4</u>		
 (Councillor)	 (Councillor)	 (Councillor)
_____ (Councillor)	_____ (Councillor)	 (Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
_____ Signature Date			_____ Signature Date		
Approving officer - Approuvé par			Approving officer		
_____ Signature Date			_____ Signature Date		

BAND COUNCIL RESOLUTION

BCR Number:

2017-19 -104



Council Of:	Quorum:	Date of Duly Convened Meeting:
MAGNETAWAN FIRST NATION	3	__09__ / __10__ / __2018__ Month Day Year

PURPOSE: Robinson Huron treaty Litigation Fund's Compensation Disbursement Agreement

Whereas the Lake Huron First Nations have established a Trust (Robinson Huron Treaty Litigation Fund) on August 23, 2010 to pursue the Annuities Claim and have approved a Trust Indenture which has been adopted by First Nation Councils;

Whereas the Trust Indenture provides that the Trustees will "develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds" within three (3) years from the establishment of the Trust;

Whereas this Compensation Disbursement Agreement shall be subject to and must be consistent with the Trust (Robinson Huron Treaty Litigation Fund) established on August 23, 2010 including but not limited to the definitions. This Trust Indenture is attached to this Agreement;

Whereas the Chiefs-in-Assembly put forward Principles to guide the Trustees in the development of the Compensation Disbursement Agreement on August 24, 2010;

Whereas the Chiefs-in-Assembly believe that the entitlement to annuities and the Compensation Disbursement Agreement should be governed by our own Anishinabek customs, laws and history, as well as the spirit and intent of the Treaty, and not by the *Indian Act* or Indian Affairs policies, treaty pay-lists or membership lists;

Whereas the Chiefs-in-Assembly hereby adopt the following Principles that shall guide the Trustees in developing the Compensation Disbursement Agreement:

1. The rights under the Robinson Huron Treaty are collective rights.

2. Entitlement to annuities shall be based on Anishinabek customs and laws rather than the *Indian Act* and Indian Affairs policies, band lists and treaty pay-lists.
3. Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment on a priority basis.
4. It will be up to each Lake Huron First Nation to decide whether to make *per capita* distributions to living individual annuitants who are members of their First Nation for their own distributions.

Whereas the Chiefs-in-Assembly received a recommendation for a Compensation Disbursement Agreement from the Trustees on August 8, 2012 consistent with the Principles to guide the Trustees.

Therefore the Chiefs-in-Assembly are prepared to recommend this Compensation Disbursement Agreement to the Settlers of the Trust and provide a First Nation Council Resolution or Council Resolution if they agree to this Compensation Disbursement Agreement. The distribution of the compensation/settlement proceeds shall be as follows:

1. The Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment.

2. If there is an amount to be allocated after the first distribution, the amount will be distributed as follows:

- a. 40 % will be allocated for equal distribution to each Lake Huron First Nations who participated in the Trust, with a reduction of 1% which is to be set aside to be allocated to living individual annuitants who are not members of the Settlor First Nations on the date of the establishment of the Trust will be entitled to receive a *per capita* distribution which reflects compensation for annuities they ought to have received in their lifetime. If there is amount remaining from the 1%, it will be allocated equally to the First Nations who participated in the Trust. If the 1% does not cover all costs to the eligible annuitants, the Trustees will request that each Lake Huron First Nation cover that amount from their remaining distributions.

- i. The principles to be applied for allocated to living individual annuitants who are not members of the Settlor First Nations for the 1% is:

- The Trustees will establish an application process and retain relevant consultants to verify applications
- The deadline to apply under this process shall not exceed one year from the date of the 40% distribution to the Lake Huron First Nations
- The applicants must first apply to a Lake Huron First Nation
- Upon proof of refusal from a Lake Huron First Nation, they can

apply to the Trust with sufficient proof for their eligibility (i.e. geneology)

- The distribution to be allocated to each successful applicant shall not be more than the least amount that is distributed on a *per capita* basis to individuals from the Lake Huron First Nations

b. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to their respective populations.

c. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to the number of annuitants within their respective populations the amount per capita shall reflect the compensation for annuities an individual annuitant ought to have received in his or her lifetime.

d. 10% will be set aside for the collective purposes of advancing the rights and interests of the members and First Nations within the Lake Huron First Nations as a whole.

Also, attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Finally, the Compensation Disbursement Agreement will be determined by 60% of the Settlor First Nations and may be amended by 60% of the Settlers of the Trust.

The above resolution was tabled and passed at a duly convened meeting of the Chief and Council held in the administration offices of the Magnetawan First Nation.

X

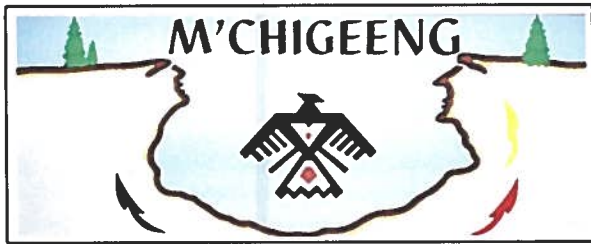
Chief Lloyd Myke

X

Councillor Samantha Noqanosh

X

Councillor William Diabo



Chronological no.	4326
Department	

M'CHIGEENG FIRST NATION COUNCIL RESOLUTION

Date of duly convened meeting	D	M	Y
	16	08	2018

RECEIVED AUG 24 2018

DO HEREBY RESOLVE:

WHEREAS the Lake Huron First Nations have established a Trust (Robinson Huron Treaty Litigation Fund) on August 23, 2010 to pursue the Annuities Claim and have approved a Trust Indenture which has been adopted by First Nation Councils;

WHEREAS the Trust Indenture provides that the Trustees will "develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds" within three (3) years from the establishment of the Trust;

WHEREAS this Compensation Disbursement Agreement shall be subject to and must be consistent with the Trust (Robinson Huron Treaty Litigation Fund) established on August 23, 2010 including but not limited to the definitions. This Trust Indenture is attached to this Agreement;

WHEREAS the Chiefs-in-Assembly put forward Principles to guide the Trustees in the development of the Compensation Disbursement Agreement on August 24, 2010;

WHEREAS the Chiefs-in-Assembly believe that the entitlement to annuities and the Compensation Disbursement Agreement should be governed by our own Anishinabek customs, laws and history, as well as the spirit and intent of the Treaty, and not by the Indian Act or Indian Affairs policies, treaty pay-lists or membership lists;

WHEREAS the Chiefs-in-Assembly hereby adopt the following Principles that shall guide the Trustees in developing the Compensation Disbursement Agreement:

1. The rights under the Robinson Huron Treaty are collective rights.
2. Entitlement to annuities shall be based on Anishinabek customs and laws rather than the Indian Act and Indian Affairs policies, band lists and treaty pay-lists.
3. Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment on a priority basis.
4. It will be up to each Lake Huron First Nation to decide whether to make per capita distributions to living individual annuitants who are members of their First Nation for their own distributions.

WHEREAS the Chiefs-in-Assembly received a recommendation for a Compensation Disbursement Agreement from the Trustees on August 8, 2012 consistent with the Principles to guide the Trustees.

THEREFORE the Chiefs-in-Assembly are prepared to recommend this Compensation Disbursement Agreement to the Settlers of the Trust and provide a First Nation Council Resolution or Council Resolution if they agree to this Compensation Disbursement Agreement. The distribution of the compensation/settlement proceeds shall be as follows:

1. The Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment.
2. If there is an amount to be allocated after the first distribution, the amount will be distributed as follows.
 - a. 40 % will be allocated for equal distribution to each Lake Huron First Nations who participated in the Trust, with a reduction of 1% which is to be set aside to be allocated to living individual annuitants who are not members of the Settlor First Nations on the date of the establishment of the Trust will be entitled to receive a per capita distribution which reflects compensation for annuities they ought to have received in their lifetime. If there is amount remaining from the 1%, it will be allocated equally to the First Nations who participated in the Trust. If the 1% does not cover all costs to the eligible annuitants, the Trustees will request that each Lake Huron First Nation cover that amount from their remaining distributions.
 - i. The principles to be applied for allocated to living individual annuitants who are not members of the Settlor First Nations for the 1% is:
 - The Trustees will establish an application process and retain relevant consultants to verify applications
 - The deadline to apply under this process shall not exceed one (1) year from the date of the 40% distribution to the Lake Huron First Nations

Chronological no.

4326

Department

- The applicants must first apply to a Lake Huron First Nation
 - Upon proof of refusal from a Lake Huron First Nation, they can apply to the Trust with sufficient proof for their eligibility (i.e. geneology)
 - The distribution to be allocated to each successful applicant shall not be more than the least amount that is distributed on a per capita basis to individuals from the Lake Huron First Nations
- b. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to their respective populations.
- c. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to the number of annuitants within their respective populations the amount per capita shall reflect the compensation for annuities an individual annuitant ought to have received in his or her lifetime.
- d. 10% will be set aside for the collective purposes of advancing the rights and interests of the members and First Nations within the Lake Huron First Nations as a whole.

ALSO, attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

FINALLY, the Compensation Disbursement Agreement will be determined by 60% of the Settlor First Nations and may be amended by 60% of the Settlers of the Trust.



Chief Linda Debassige



Councillor, Albert Beaudin



Councillor, Jesse Beaudin



Councillor, Dennis Corbiere



Councillor, Ray Corbiere

Councillor, Grace Debassige



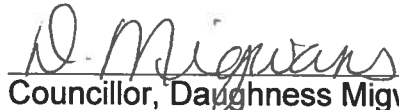
Councillor, Howard Debassige



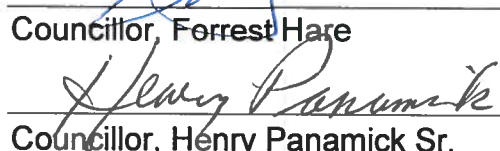
Councillor, Thomas Hare



Councillor, Forrest Hare



Councillor, Daughness Migwans



Councillor, Henry Panamick Sr.

QUORUM 6

BAND COUNCIL RESOLUTION



Chronological Number	#026-18-19
File Reference number	CAC APPROVED

FEB 07 2019
CL

The Council of the	Mississauga First Nation					
Date of duly convened meeting	D		M		Y	Province
	0	7	0	2	1	9
Ontario						

DO HEREBY RESOLVE:

Whereas, on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

Whereas, also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Therefore, be it resolved, that Mississauga First Nation Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.

Quorum Six (6)

Councillor

Councillor

Councillor

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor



Chronological no.
1869

File reference no.

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

Council Resolution

The Council of the NIPISSING		Cash free balance
Date of duly convened meeting -> Day Month Year 22 01 2019		Capital account \$ _____
Province ONTARIO		Revenue account \$ _____

DO HEREBY RESOLVE:

Whereas on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

Whereas also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Therefore be it resolved that Nipissing First Nation Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.

Quorum Five

Chief

Deputy-Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of Funds Capital _____ Revenue _____	Expenditure	Authority (Indian Act Section)	Source of Funds Capital _____ Revenue _____
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		



Sagamok Anishnawbek

P.O. Box 610
Massey, Ontario, Canada
P0P 1P0

Telephone (705) 865-2421
Fax (705) 865-3307

RESOLUTION

CHRONOLOGICAL NO.: BCR 2019-01-92

THE COUNCIL OF SAGAMOK ANISHNAWBEK

AGENCY: ROBINSON HURON TREATY TRUST

PROVINCE: ONTARIO

PLACE: SAGAMOK ANISHNAWBEK

DATE: JANUARY 16, 2019

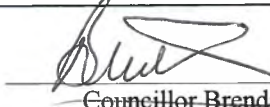
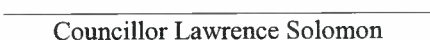
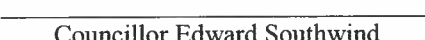
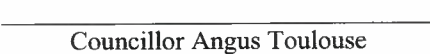
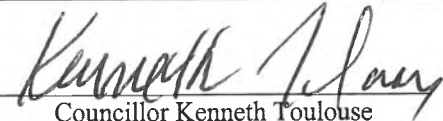
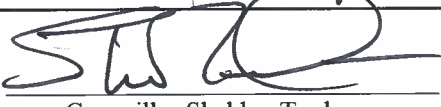
Compensation Disbursement Agreement

WHEREAS, on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

WHEREAS, also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

THEREFORE BE IT RESOLVED, that the Sagamok Anishnawbek Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.


Chief Nelson Toulouse

 Councillor Anna Marie Abitong	 Councillor Arnela Bennett	 Councillor Jessie Hardisty
 Councillor Brenda Rivers	 Councillor Lawrence Solomon	 Councillor Edward Southwind
 Councillor Harvey Trudeau	 Councillor Angus Toulouse	 Councillor Craig Toulouse
 Councillor Kenneth Toulouse	 Councillor Sheldon Toulouse	

Serpent River First Nation

195 Village Road
Cutler Ontario Canada
P0P 1B0



Telephone: 705-844-2418
Facsimile: 705-844-2757

BAND COUNCIL RESOLUTION

Chronological no.
2018-07-16-002

File Reference (Title / Subject):
RHT Compensation Disbursement Agreement

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the **SERPENT RIVER FIRST NATION**
Date of Duty Convened Meeting DD MONTH YYYY Province of
16 07 2018 Ontario

Cash free balance
Capital Account \$
Revenue Account \$
Motion No.:

Whereas the Lake Huron First Nations have established a Trust (Robinson Huron Treaty Litigation Fund) on August 23, 2010 to pursue the Annuities Claim and have approved a Trust Indenture which has been adopted by First Nation Councils;

Whereas the Trust Indenture provides that the Trustees will “develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds” within three (3) years from the establishment of the Trust;

Whereas this Compensation Disbursement Agreement shall be subject to and must be consistent with the Trust (Robinson Huron Treaty Litigation Fund) established on August 23, 2010 including but not limited to the definitions. This Trust Indenture is attached to this Agreement;

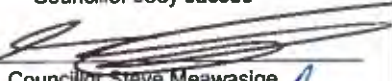
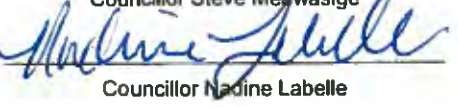
Whereas the Chiefs-in-Assembly put forward Principles to guide the Trustees in the development of the Compensation Disbursement Agreement on August 24, 2010;

Whereas the Chiefs-in-Assembly believe that the entitlement to annuities and the Compensation Disbursement Agreement should be governed by our own Anishinabek customs, laws and history, as well as the spirit and intent of the Treaty, and not by the *Indian Act* or Indian Affairs policies, treaty pay-lists or membership lists;

Whereas the Chiefs-in-Assembly hereby adopt the following Principles that shall guide the Trustees in developing the Compensation Disbursement Agreement:

Cont'd next page.....

Quorum: 5

 Chief Elaine Johnston	 Councillor Steven Baranyai	 Councillor Joey Jacobs
 Councillor Carol Shawana	 Councillor Michelle Owl	 Councillor Steve Meawasige
 Councillor Nicole Pelletier-Southwind	 Councillor Christopher Simpson-Johnston	 Councillor Nadine Labelle
 Councillor Shirley McLeod	 Councillor Miranda Pelletier	 Councillor Emma Meawasige
	 Councillor Pam Pelletier	

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds	Expenditure	Authority (Indian Act Section)	Source of funds
		O Capital O Revenue			O Capital O Revenue
Recommending Officer			Recommending Officer		
Signature			Signature		
Date			Date		

Our Vision Serpent River First Nation will have self-sufficient people within a community of caring and compassionate families.

Our Mission Serpent River First Nation will use all available financial, human, natural, technological and cultural resources to achieve self-sufficiency through the efforts of all Community Members. Our strong and unique cultural and spiritual identity will drive us to ensure a healthy community that is safe and secure for all generations.

Con'td/

1. The rights under the Robinson Huron Treaty are collective rights.
2. Entitlement to annuities shall be based on Anishinabek customs and laws rather than the *Indian Act* and Indian Affairs policies, band lists and treaty pay-lists.
3. Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment on a priority basis.
4. It will be up to each Lake Huron First Nation to decide whether to make *per capita* distributions to living individual annuitants who are members of their First Nation for their own distributions.

Whereas the Chiefs-in-Assembly received a recommendation for a Compensation Disbursement Agreement from the Trustees on August 8, 2012 consistent with the Principles to guide the Trustees.

Therefore the Chiefs-in-Assembly are prepared to recommend this Compensation Disbursement Agreement to the Settlers of the Trust and provide a First Nation Council Resolution or Council Resolution if they agree to this Compensation Disbursement Agreement. The distribution of the compensation/settlement proceeds shall be as follows:

1. The Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment.
 2. If there is an amount to be allocated after the first distribution, the amount will be distributed as follows:
 - a. 40 % will be allocated for equal distribution to each Lake Huron First Nations who participated in the Trust, with a reduction of 1% which is to be set aside to be allocated to living individual annuitants who are not members of the Settlor First Nations on the date of the establishment of the Trust will be entitled to receive a *per capita* distribution which reflects compensation for annuities they ought to have received in their lifetime. If there is amount remaining from the 1%, it will be allocated equally to the First Nations who participated in the Trust. If the 1% does not cover all costs to the eligible annuitants, the Trustees will request that each Lake Huron First Nation cover that amount from their remaining distributions.
-

- i. The principles to be applied for allocated to living individual annuitants who are not members of the Settlor First Nations for the 1% is:
- The Trustees will establish an application process and retain relevant consultants to verify applications
 - The deadline to apply under this process shall not exceed one (1) year from the date of the 40% distribution to the Lake Huron First Nations
 - The applicants must first apply to a Lake Huron First Nation
 - Upon proof of refusal from a Lake Huron First Nation, they can apply to the Trust with sufficient proof for their eligibility (i.e. geneology)
 - The distribution to be allocated to each successful applicant shall not be more than the least amount that is distributed on a *per capita* basis to individuals from the Lake Huron First Nations
- b. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to their respective populations.
- c. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to the number of annuitants within their respective populations the amount per capita shall reflect the compensation for annuities an individual annuitant ought to have received in his or her lifetime.
- d. 10% will be set aside for the collective purposes of advancing the rights and interests of the members and First Nations within the Lake Huron First Nations as a whole.

Also, attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Finally, the Compensation Disbursement Agreement will be determined by 60% of the Settlor First Nations and may be amended by 60% of the Settlers of the Trust.



SHAWANAGA FIRST NATION GOVERNMENT

COUNCIL OF SHAWANAGA FIRST NATION		
ROBINSON HURON TREATY 1850		
IN THE PROVINCE OF: ONTARIO		
PLACE: COUNCIL CHAMBER		
DATE: Day 27	Month 03	Year 2019 AD

SHAWANAGA FIRST NATION RESOLUTION
CHRONOLOGICAL NO. 19-17-541
A QUORUM FOR THIS GOVERNMENT
CONSISTS OF: (4) FOUR COUNCIL MEMBERS

DO HEREBY RESOLVE:

WHEREAS on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

WHEREAS also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

THEREFORE BE IT RESOLVED that Shawanaga First Nation Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.

SHAWANAGA FIRST NATION

By Its Council


Chief Wayne Pamajewon


Head Councillor Sherrill Judge


Councillor Dan Pawis


Councillor Alfred Stevens


Councillor Richard Jason


Councillor Patricia Pawis



BAND COUNCIL RESOLUTION

Chronological No.
118-2018/2019

File Reference No.
1-1

NOTE:

The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The council of the SHEGUIANDAH FIRST NATION		Cash free balance
Date of duly convened meeting (YYYYMMDD) 2018-11-09		Capital Account (\$):
Province or Territory ON - Ontario		Revenue Account(\$):

DO HEREBY RESOLVE:

WHEREAS the Lake Huron First Nations have established a Trust (Robinson Huron Treaty Litigation Fund) on August 23, 2010 to pursue the Annuities Claim and have approved a Trust Indenture which has been adopted by First Nation Council;
WHEREAS the Trust Indenture provides that the Trustees will "develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds "within three (3) years from the establishment of the Trust;

WHEREAS this Compensation Disbursement Agreement shall be subject to and must be consistent with the Trust (Robinson Huron Treaty Litigation Fund) established on August 23, 2010 including but not limited to the definitions. This Trust Indenture is attached to this Agreement;

WHEREAS the Chiefs-in-Assembly put forward Principles to guide the Trustees in the development of the Compensation Disbursement Agreement on August 23, 2010;

WHEREAS the Chiefs-in-Assembly believe that the entitlement to annuities and the Compensation Disbursement Agreement should be governed by our own Anishinabek customs, laws and history, as well as the spirit and intent of the Treaty, and not by the Indian Act or Indian Affairs policies, treaty pay-lists or membership lists;

WHEREAS the Chiefs-in-Assembly hereby adopt the following Principles that shall guide the Trustees in developing the Compensation Disbursement Agreement:

- 1.The rights under the Robinson Huron Treaty are collective rights.
- 2.Entitlement to annuities shall be based on Anishinabek customs and laws rather than the Indian Act and Indian Affairs policies, band list and treaty pay-lists.
- 3.Lake Huron First Nations who invest or have contribution plus a 25% return on their investment on a priority basis.
- 4.It will be up to each Lake Huron First Nation to decide whether to make per capita distributions to living individuals annuitants who are members of their First Nation for the their own distributions.

WHEREAS the Chief-in-Assembly received a recommendation for a Compensation Disbursement Agreement from the Trustees on August 8, 2012 consistent with the Principles to guide the Trustees;

THEREFORE the Chiefs-n-Assembly are prepared to recommend this Compensation Disbursement Agreement to Settlers of the Trust and provide a First Nation Council Resolution or Council resolution is they agree to this Compensation Disbursement Agreement. The distribution of the compensation/settlement proceeds shall be as follows:

1.The Lake Huron who have invested or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25% return on their investment.

2.If there is an amount to allocated after the first distribution, the amount will distributed as follows:

a.40% will be allocated for equal distribution to each Lake Huron First Nations who participated in the trust, with the reduction of 1% which is to be set aside to allocated to living individuals annuitants who are not members of the Settlers First Nations on the date of the establishment of the Trust will be entitled to receive a per capita distribution which reflects compensation for annuities they ought to have received in their lifetime. If there is amount remaining for the 1%, it will be allocated equally to the First Nations who participated in the Trust. If the 1% does not cover all costs to the eligible annuitants, the trustees will request that each Lake Huron First Nations cover that amount from their remaining distributions

1.The principles to be applied for allocation to living individuals annuitants who are not members of the Settlor First Nations for the 1% is:

- The Trustees will establish an application process and retrain relevant consultants to verify applications

- The deadline to apply under this process shall net exceed one (1) year from the date of the 40% distribution to the Lake Huron First Nations

- The applicants must first apply to a Lake Huron First Nation

- Upon proof of refusal from a Lake Huron First Nation, they can apply to the Trust with sufficient proof for the eligibility (i.e. genealogy)

- The distribution to be allocated to each successful applicant shall not be more than the least amount that is distributed on a per capita basis to individuals from the Lake Huron First Nations

b.25% will allocated for distribution to Lake Huron First Nations who participated for distribution in the trust proportionate to their respective populations.

c.25% will be allocated for distribution to Lake Huron First Nations who participated in the trust Proportionate to the numbers of annuitants within their respective populations the amount per capita shall reflect the compensation for annuities an individual annuitant ought to have received in his or her lifetime.

d.10% will be set aside for the collective purposes of advancing the rights and interest of the members and First Nations within

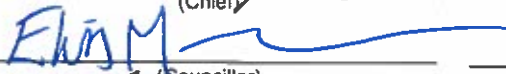
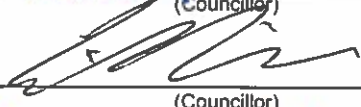
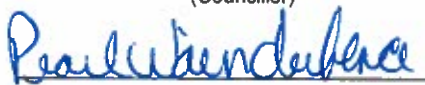


the Lake Huron First Nations as a whole.

Also, attached to this Compensation Disbursement Agreement is priority of payment document intended to assist the Settlers of the trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded and received by the Fund as a result of, or in respect of the Annuities Claim.

Finally, the Compensation Disbursement Agreement will be determined by 60% of the Settlor of the Trust.

Quorum **THREE (3)**

_____	 (Chief)	_____
_____	 (Councillor)	_____
_____	 (Councillor)	_____
_____	 (Councillor)	_____
_____	_____	_____
_____	_____	_____

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
_____		_____	_____		_____
Signature		Date (YYYYMMDD)	Signature		Date (YYYYMMDD)
Approved by			Approved by		
_____		_____	_____		_____
Signature		Date (YYYYMMDD)	Signature		Date (YYYYMMDD)



NOTE:									
The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.									
The council of the SHESHEGWANING FIRST NATION							Cash free balance		
							Capital account \$ _____		
Date of duly convened meeting					Province		Revenue account \$ _____		
^D 1 ^M 0 ^Y 9 1 8					ON				

Whereas, on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

Whereas, also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Therefore be it resolved that, Sheshegwaning First Nation Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.

GOL 80-005 E (10-2000)

	Chronological no. 07 (1)
BAND COUNCIL RESOLUTION	File reference no. 2018/2019

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the THESSALON FIRST NATION	Cash free balance
	Capital account \$
Date of duly convened meeting D M Y 0 4 0 9 1 8	Revenue account \$

DO HEREBY RESOLVE:

Whereas the Lake Huron First Nations have established a Trust (Robinson Huron Treaty Litigation Fund) on August 23, 2010 to pursue the Annuities Claim and have approved a Trust Indenture which has been adopted by First Nation Councils;

Whereas the Trust Indenture provides that the Trustees will "develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds" within three (3) years from the establishment of the Trust;

Whereas this Compensation Disbursement Agreement shall be subject to and must be consistent with the Trust (Robinson Huron Treaty Litigation Fund) established on August 23, 2010 including but not limited to the definitions. This Trust Indenture is attached to this Agreement;

Whereas the Chiefs-in-Assembly put forward Principles to guide the Trustees in the development of the Compensation Disbursement Agreement on August 24, 2010;

Whereas the Chiefs-in-Assembly believe that the entitlement to annuities and the Compensation Disbursement Agreement should be governed by our own Anishinabek customs, laws and history, as well as the spirit and intent of the Treaty, and not by the *Indian Act* or Indian Affairs policies, treaty pay-lists or membership lists;

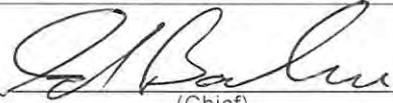
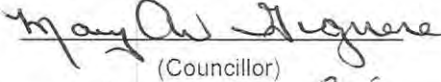
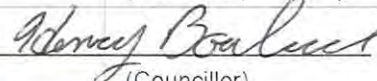
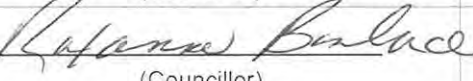
Whereas the Chiefs-in-Assembly hereby adopt the following Principles that shall guide the Trustees in developing the Compensation Disbursement Agreement:

1. The rights under the Robinson Huron Treaty are collective rights.
2. Entitlement to annuities shall be based on Anishinabek customs and laws rather than the *Indian Act* and Indian Affairs policies, band lists and treaty pay-lists.
3. Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment on a priority basis.
4. It will be up to each Lake Huron First Nation to decide whether to make *per capita* distributions to living individual annuitants who are members of their First Nation for their own distributions.

Whereas the Chiefs-in-Assembly received a recommendation for a Compensation Disbursement Agreement from the Trustees on August 8, 2012 consistent with the Principles to guide the Trustees.

Therefore the Chiefs-in-Assembly are prepared to recommend this Compensation Disbursement Agreement to the Settlers of the Trust and provide a First Nation Council Resolution or Council Resolution if they agree to this Compensation Disbursement Agreement. The distribution of the compensation/settlement proceeds shall be as follows:

1. The Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment.
2. If there is an amount to be allocated after the first distribution, the amount will be distributed as follows:

Quorum Chief & 3 Councillors	 (Chief)	
 (Councillor)	 (Councillor)	(Councillor)
 (Councillor)	 (Councillor)	(Councillor)
 (Councillor)	(Councillor)	(Councillor)

	Chronological no.
	07 (2)
BAND COUNCIL RESOLUTION	File reference no.
	2018/2019

NOTE:	
The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.	
The council of the	Cash free balance
THESSALON FIRST NATION	Capital account \$
Date of duly convened meeting	Revenue account \$
D M Y 0 4 0 9 1 8	Province

DO HEREBY RESOLVE:

a. 40 % will be allocated for equal distribution to each Lake Huron First Nations who participated in the Trust, with a reduction of 1% which is to be set aside to be allocated to living individual annuitants who are not members of the Settlor First Nations on the date of the establishment of the Trust will be entitled to receive a *per capita* distribution which reflects compensation for annuities they ought to have received in their lifetime. If there is amount remaining from the 1%, it will be allocated equally to the First Nations who participated in the Trust. If the 1% does not cover all costs to the eligible annuitants, the Trustees will request that each Lake Huron First Nation cover that amount from their remaining distributions.

i) The principles to be applied for allocated to living individual annuitants who are not members of the Settlor First Nations for the 1% is:

The Trustees will establish an application process and retain relevant consultants to verify applications

The deadline to apply under this process shall not exceed one (1) year from the date of the 40% distribution to the Lake Huron First Nations

The applicants must first apply to a Lake Huron First Nation

Upon proof of refusal from a Lake Huron First Nation, they can apply to the Trust with sufficient proof for their eligibility (i.e. genealogy)

The distribution to be allocated to each successful applicant shall not be more than the least amount that is distributed on a *per capita* basis to individuals from the Lake Huron First Nations

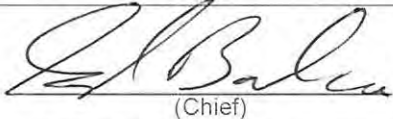
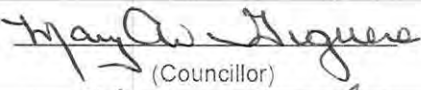
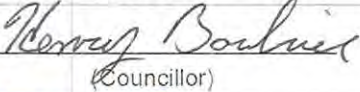
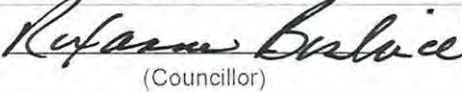
b. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to their respective populations.

c. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to the number of annuitants within their respective populations the amount per capita shall reflect the compensation for annuities an individual annuitant ought to have received in his or her lifetime.

d. 10% will be set aside for the collective purposes of advancing the rights and interests of the members and First Nations within the Lake Huron First Nations as a whole.

Also, attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Finally, the Compensation Disbursement Agreement will be determined by 60% of the Settlor First Nations and may be amended by 60% of the Settlers of the Trust.

Quorum Chief & 3 Councillors	 (Chief)	
 (Councillor)	 (Councillor)	 (Councillor)
 (Councillor)	 (Councillor)	 (Councillor)
 (Councillor)	 (Councillor)	 (Councillor)

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
Signature Date			Signature Date		
Approving officer - Approuvé par			Approving officer		
Signature Date			Signature Date		

Chronological No
WFN – 18/19 – 17
File reference No

BAND COUNCIL RESOLUTION

NOTE: The words “from our band funds” “capital” or “revenue” whichever is the case, must appear in all resolutions requesting expenditures from band funds

							Cash free balance
The council of the Wahnapiatae First Nation							Capital Account \$ _____
Date of duly convened meeting	D	D	M	M	Y	Y	Province
	0	8	2	8	1	8	Ontario
							Revenue Account \$ _____

DO HERBY RESOLVE

Robinson Huron Treaty Litigation Fund’s
Compensation Disbursement Agreement

Whereas the Lake Huron First Nations have established a Trust (Robinson Huron Treaty Litigation Fund) on August 23, 2010 to pursue the Annuities Claim and have approved a Trust Indenture which has been adopted by First Nation Councils;

Whereas the Trust Indenture provides that the Trustees will “develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds” within three (3) years from the establishment of the Trust;

Whereas this Compensation Disbursement Agreement shall be subject to and must be consistent with the Trust (Robinson Huron Treaty Litigation Fund) established on August 23, 2010 including but not limited to the definitions. This Trust Indenture is attached to this Agreement;

Whereas the Chiefs-in-Assembly put forward Principles to guide the Trustees in the development of the Compensation Disbursement Agreement on August 24, 2010;

Whereas the Chiefs-in-Assembly believe that the entitlement to annuities and the Compensation Disbursement Agreement should be governed by our own Anishinabek customs, laws and history, as well as the spirit and intent of the Treaty, and not by the *Indian Act* or Indian Affairs policies, treaty pay-lists or membership lists;

Whereas the Chiefs-in-Assembly hereby adopt the following Principles that shall guide the Trustees in developing the Compensation Disbursement Agreement:

1. The rights under the Robinson Huron Treaty are collective rights.
2. Entitlement to annuities shall be based on Anishinabek customs and laws rather than the *Indian Act* and Indian Affairs policies, band lists and treaty pay-lists.
3. Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment on a priority basis.
4. It will be up to each Lake Huron First Nation to decide whether to make *per capita* distributions to living individual annuitants who are members of their First Nation for their own distributions.

Whereas the Chiefs-in-Assembly received a recommendation for a Compensation Disbursement Agreement from the Trustees on August 8, 2012 consistent with the Principles to guide the Trustees.

Therefore the Chiefs-in-Assembly are prepared to recommend this Compensation Disbursement Agreement to the Settlers of the Trust and provide a First Nation Council Resolution or Council Resolution if they agree to this Compensation Disbursement Agreement. The distribution of the compensation/settlement proceeds shall be as follows:

1. The Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment.
2. If there is an amount to be allocated after the first distribution, the amount will be distributed as follows:

- a. 40 % will be allocated for equal distribution to each Lake Huron First Nations who participated in the Trust, with a reduction of 1% which is to be set aside to be allocated to living individual annuitants who are not members of the Settlor First Nations on the date of the establishment of the Trust will be entitled to receive a *per capita* distribution which reflects compensation for annuities they ought to have received in their lifetime. If there is amount remaining from the 1%, it will be allocated equally to the First Nations who participated in the Trust. If the 1% does not cover all costs to the eligible annuitants, the Trustees will request that each Lake Huron First Nation cover that amount from their remaining distributions.
- i. The principles to be applied for allocated to living individual annuitants who are not members of the Settlor First Nations for the 1% is:
- The Trustees will establish an application process and retain relevant consultants to verify applications
 - The deadline to apply under this process shall not exceed one (1) year from the date of the 40% distribution to the Lake Huron First Nations
 - The applicants must first apply to a Lake Huron First Nation
 - Upon proof of refusal from a Lake Huron First Nation, they can apply to the Trust with sufficient proof for their eligibility (i.e. genealogy)
 - The distribution to be allocated to each successful applicant shall not be more than the least amount that is distributed on a *per capita* basis to individuals from the Lake Huron First Nations
- b. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to their respective populations.
- c. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to the number of annuitants within their respective populations the amount per capita shall reflect the compensation for annuities an individual annuitant ought to have received in his or her lifetime.
- d. 10% will be set aside for the collective purposes of advancing the rights and interests of the members and First Nations within the Lake Huron First Nations as a whole.

Also, attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Finally, the Compensation Disbursement Agreement will be determined by 60% of the Settlor First Nations and may be amended by 60% of the Settlers of the Trust.

PRIORITY PAYMENT for COMPENSATION DISBURSEMENT AGREEMENT

Priority Payment

- 1** 1. LEGAL FEES AND OTHER COSTS
2. PRE-TRUST AND POST-TRUST INTEREST ON CONTRIBUTIONS OF SETTLORS OF TRUST (referred to as “F.N”.)

Priority Payment

- 2** COMPENSATION DISBURSEMENT AGREEMENT
40% 39% EQUAL DISTRIBUTION for F.N. WHO PARTICIPATED IN TRUST

VERIFICATION PROCESS

1% LIVING INDIVIDUAL ANNUITANTS NOT MEMBER OF SETTLOR F.N.	(+) Any remaining amount from the 1% will be disbursed equally to F.N. WHO PARTICIPATED IN TRUST	(-) Any underfunded applicants, the F.N. are to cover equally from the individual F.N. amount of distributions to be received from Priority Payment 3
--	---	--

SET ASIDE FOR COLLECTIVE PURPOSES OF ADVANCING RIGHTS & INTERESTS
OF F.N. WHO PARTICIPATED IN THE TRUST

3 25% F.N. WHO PARTICIPATED IN TRUST Proportionate to respective population (subject to verification process)

25% F.N. WHO PARTICIPATED IN TRUST Proportionate to number annuitants within respective populations (subject to verification process)

3

1 Rogue
(Chief) Larry Rogue

[Signature]
(Councilor) Ted Rogue

[Signature]
(Councilor) Craig Tyson

80-5 (12-89) 7530-21-036-8582

Canada

WASAUKSING FIRST NATION



P.O. BOX 250
PARRY SOUND, ON
P2A 2X4
(705) 746-2531
FAX (705) 746-5984

Chronological No.

2019-0041

File Reference No.

NOTE: The words "from our Band Funds", "Capital" or "Revenue", whichever is the case must appear in all Resolution requesting for Band Funds.

Council of:					Cash Free Balance	
WASAUKSING (PARRY ISLAND) FIRST NATION					Capital Account	
					\$	
Date of Duty Convened Meeting	day	month	year	Province	Revenue Account	
Community Council	1	4	0 5 1 9	Ontario	\$	

DO HEREBY RESOLVE:

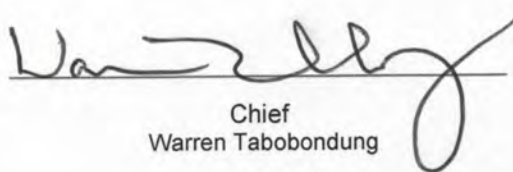
Whereas on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

Whereas also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

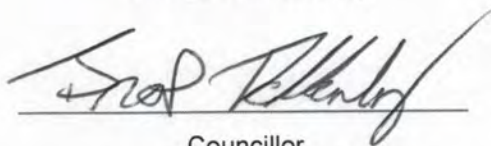
Therefore be it resolved that Wasauksing First Nation Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.

DO HEREBY RESOLVE:

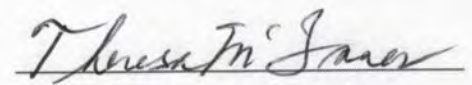

Councillor
Rebeka Tabobandung


Chief
Warren Tabobandung


Councillor
Vincent Chechock


Councillor
Brent Tabobandung

Councillor
David M. Rice


Councillor
Theresa McInnes

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer _____ Signature Date			Recommending Officer _____ Signature Date		
Approving Officer _____ Signature Date			Approving Officer _____ Signature Date		



Whitefish River First Nation

BAND COUNCIL RESOLUTION

CHRONOLOGICAL NO	4044
FILE REFERENCE NO	

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The Council of the WHITEFISH RIVER FIRST NATION		Cash Free Balance
		Capital Account
		\$ _____
Date of Duty Convened Meeting	Province	Revenue Account
May 16, 2023	ONTARIO	\$ _____

Whereas on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

Whereas also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

Therefore, be it resolved that Whitefish River First Nation Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.

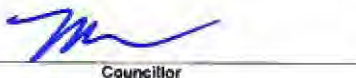
Quorum – (4)


Councillor


Chief


Councillor


Councillor


Councillor


Councillor


Councillor


Councillor


Councillor

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - Indian Act Section	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority - Indian Act Section	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		

WIKWEMIKONG UNCEDED INDIAN RESERVE #26

P.O. Box 112, 19A Complex Drive, Wikwemikong, Ontario
P0P 2J0

B.C.R. 4162

B.C.R. FILE/RHT

BAND COUNCIL RESOLUTION

THE COUNCIL OF THE:	WIKWEMIKONG UNCEDED INDIAN RESERVE NO. 26
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AGENCY:	411A/SUDBURY
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PROVINCE:	ONTARIO
-----------	---------

PLACE:	WIKWEMIKONG
--------	-------------

DATE:	October 29, 2018
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Robinson Huron Treaty Litigation Fund's Compensation Disbursement Agreement

Whereas the Lake Huron First Nations have established a Trust (Robinson Huron Treaty Litigation Fund) on August 23, 2010 to pursue the Annuities Claim and have approved a Trust Indenture which has been adopted by First Nation Councils;

Whereas the Trust Indenture provides that the Trustees will "develop for the approval of the Settlers of the Trust, a Compensation Disbursement Agreement for the distribution of any compensation/settlement proceeds" within three (3) years from the establishment of the Trust;

Whereas this Compensation Disbursement Agreement shall be subject to and must be consistent with the Trust (Robinson Huron Treaty Litigation Fund) established on August 23, 2010 including but not limited to the definitions. This Trust Indenture is attached to this Agreement;

Whereas the Chiefs-in-Assembly put forward Principles to guide the Trustees in the development of the Compensation Disbursement Agreement on August 24, 2010;

Whereas the Chiefs-in-Assembly believe that the entitlement to annuities and the Compensation Disbursement Agreement should be governed by our own Anishinabek customs, laws and history, as well as the spirit and intent of the Treaty, and not by the *Indian Act* or Indian Affairs policies, treaty pay-lists or membership lists;

Whereas the Chiefs-in-Assembly hereby adopt the following Principles that shall guide the Trustees in developing the Compensation Disbursement Agreement:

1. The rights under the Robinson Huron Treaty are collective rights.
2. Entitlement to annuities shall be based on Anishinabek customs and laws rather than the *Indian Act* and Indian Affairs policies, band lists and treaty pay-lists.
3. Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment on a priority basis.
4. It will be up to each Lake Huron First Nation to decide whether to make *per capita* distributions to living individual annuitants who are members of their First Nation for their own distributions.

Whereas the Chiefs-in-Assembly received a recommendation for a Compensation Disbursement Agreement from the Trustees on August 8, 2012 consistent with the Principles to guide the Trustees.

WIKWEMIKONG UNCEDED INDIAN RESERVE #26

P.O. Box 112, 19A Complex Drive, Wikwemikong, Ontario
P0P 2J0

B.C.R. 4162

B.C.R. FILE/RHT

Therefore the Chiefs-in-Assembly are prepared to recommend this Compensation Disbursement Agreement to the Settlers of the Trust and provide a First Nation Council Resolution or Council Resolution if they agree to this Compensation Disbursement Agreement. The distribution of the compensation/settlement proceeds shall be as follows:

1. The Lake Huron First Nations who invest or have contributed funds to pursue the annuities claim are entitled to a return of their contribution plus a 25 % return on their investment.
2. If there is an amount to be allocated after the first distribution, the amount will be distributed as follows:
 - a. 40 % will be allocated for equal distribution to each Lake Huron First Nations who participated in the Trust, with a reduction of 1% which is to be set aside to be allocated to living individual annuitants who are not members of the Settlor First Nations on the date of the establishment of the Trust will be entitled to receive a *per capita* distribution which reflects compensation for annuities they ought to have received in their lifetime. If there is amount remaining from the 1%, it will be allocated equally to the First Nations who participated in the Trust. If the 1% does not cover all costs to the eligible annuitants, the Trustees will request that each Lake Huron First Nation cover that amount from their remaining distributions.
 - i. The principles to be applied for allocated to living individual annuitants who are not members of the Settlor First Nations for the 1% is:
 - The Trustees will establish an application process and retain relevant consultants to verify applications
 - The deadline to apply under this process shall not exceed one (1) year from the date of the 40% distribution to the Lake Huron First Nations
 - The applicants must first apply to a Lake Huron First Nation
 - Upon proof of refusal from a Lake Huron First Nation, they can apply to the Trust with sufficient proof for their eligibility (i.e. genealogy)
 - The distribution to be allocated to each successful applicant shall not be more than the least amount that is distributed on a *per capita* basis to individuals from the Lake Huron First Nations
 - b. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to their respective populations.
 - c. 25% will be allocated for distribution to Lake Huron First Nations who participated in the Trust proportionate to the number of annuitants within their respective populations the amount per capita shall reflect the compensation for annuities an individual annuitant ought to have received in his or her lifetime.
 - d. 10% will be set aside for the collective purposes of advancing the rights and interests of the members and First Nations within the Lake Huron First Nations as a whole.

Also, attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

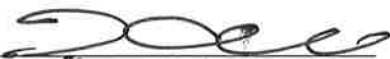
WIKWEMIKONG UNCEDED INDIAN RESERVE #26

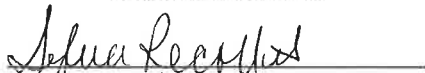
P.O. Box 112, 19A Complex Drive, Wikwemikong, Ontario
P0P 2J0

B.C.R. 4162

B.C.R. FILE/RHT

Finally, the Compensation Disbursement Agreement will be determined by 60% of the Settlor First Nations and may be amended by 60% of the Settlers of the Trust.

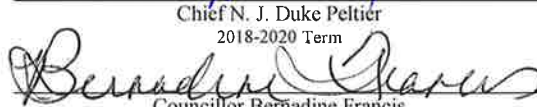

Councillor Tim Ominika

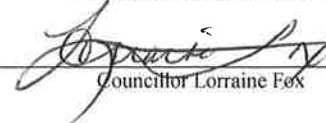

Councillor Sylvia Recollet


Councillor Marcia Trudeau-Bomberry

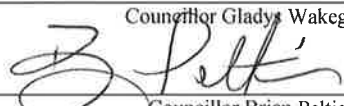

Councillor John Dube


Chief N. J. Duke Peltier
2018-2020 Term


Councillor Bernadine Francis


Councillor Lorraine Fox

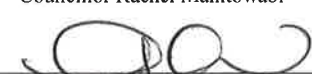
Councillor Gladys Wakegijig


Councillor Brian Peltier


Councillor Lawrence Enosse


Councillor Margaret Manitowabi

Councillor Rachel Manitowabi


Councillor Amy Assinewai

**BAND COUNCIL RESOLUTION**

Chronological number

654

File reference number

Note: The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

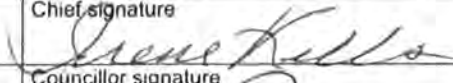
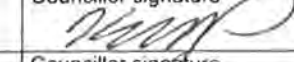
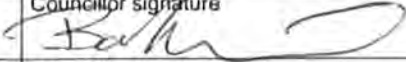
The Council of the Zhiibaahaasing First Nation		Cash free balance
Duly convened meeting date (YYYYMMDD) 2023-04-20		Capital account (\$)
Province/Territory Ontario		Revenue account (\$)

Do hereby resolve

Whereas on August 8, 2012 the Chiefs-in-Assembly to our Robinson Huron Treaty Litigation Fund unanimously recommended the attached Compensation Disbursement Agreement to the Settlers of the Trust and requested that we provide a First Nation Council Resolution if we agree to this Compensation Disbursement Agreement.

Whereas also attached to this Compensation Disbursement Agreement is a priority of payment document intended to assist the Settlers of the Trust to understand how the disbursement of any Compensation/Settlement Proceeds awarded for and received by the Fund as a result of, or in respect of the Annuities Claim.

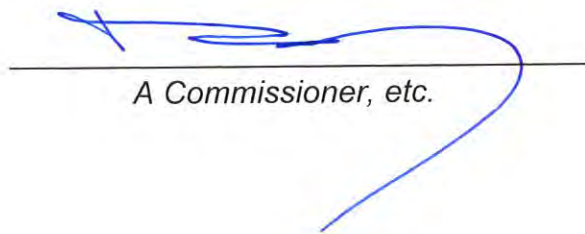
Therefore be it resolved that Zhiibaahaasing First Nation Chief and Council approve the Compensation Disbursement Agreement and direct our Chief to sign any further documents to confirm our agreement.

Quorum 3	Chief signature 	
Councillor signature	Councillor signature 	Councillor signature
Councillor signature	Councillor signature 	Councillor signature
Councillor signature	Councillor signature	Councillor signature
Councillor signature	Councillor signature	Councillor signature

ISC USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer Signature	Date (YYYYMMDD)		Recommending officer Signature	Date (YYYYMMDD)	
Approved by Signature	Date (YYYYMMDD)		Approved by Signature	Date (YYYYMMDD)	

The following is Exhibit "F" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.

	Chronological no. 2013-2014-021
BAND COUNCIL RESOLUTION	File reference no.

NOTE:
The words “from our Band Funds” “capital” or “revenue”, whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the				Atikameksheng Anishnawbek No. 6	Cash free balance	
					Capital account	\$ _____
Date of duly convened meeting	D 1 1	M 0 9	Y 1 3	Province ONTARIO	Revenue account	\$ _____

DO HEREBY RESOLVE:

WHEREAS, the OJIBWA INDIANS, inhabiting and claiming the Eastern Shores of Lake Huron and Lake Superior (hereinafter the “ROBINSON HURON TREATY ANISHINABEK”), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the “CROWN”);

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the **ROBINSON HURON TREATY ANISHINABEK** served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

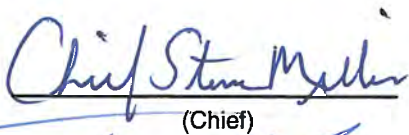
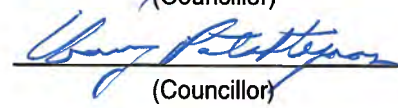
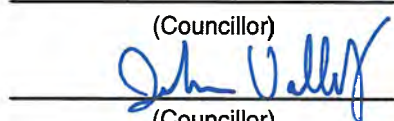
AND WHERAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

THEREFORE BE IT RESOLVED THAT:

1. ATIKAMEKSHENG ANISHNAWBEK FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa / Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 (“ROBINSON HURON TREATY ANISHINABEK”); and
3. To pursue this litigation, ATIKAMEKSHENG ANISHNAWBEK FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

	Chronological no. 2013-2014-021
BAND COUNCIL RESOLUTION	File reference no.

Quorum **FOUR**

 (Councillor)	 (Chief)	 (Councillor)
 (Councillor)	 (Councillor)	
 (Councillor)	 (Councillor)	 (Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer Signature _____ Date _____			Recommending officer Signature _____ Date _____		
Approving officer - Approuvé par Signature _____ Date _____			Approving officer Signature _____ Date _____		



BAND COUNCIL RESOLUTION

Chronological no.

1679

File reference no.

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the AUNDECK OMNI KANING FIRST NATION (Sucker Creek Band #23)					Cash free balance
					Capital account \$ _____
Date of duly convened meeting	DAY 31	MONTH 07	YEAR 2013	Province Ontario	Revenue account \$ _____

ROBINSON HURON TREATY ANNUITIES CLAIM

Authorizing Litigation and Naming Representative

WHEREAS the Ojibewa Indians, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter :the "Robinson Huron Treaty Anishinabek"), on September 9, 1850, at Sault Ste Marie, in the province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS the CROWN has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHERAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

THEREFORE BE IT RESOVLED THAT:

1. AUNDECK OMNI KAING FIRST NATION (Ojibways of Sucker Creek) hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and
3. To pursue this litigation, AUNDECK OMNI KANING FIRST NATION (Ojibways of Sucker Creek) has retained the Law Firm of NAHVEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

A quorum for this First Nation
Consists of _____ 4 _____


(Councillor Karer Shokan)


(Councillor Scott Madahbee)

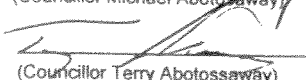

(Chief Patsy Corbiere)


(Councillor Marvin Assinewai)


(Councillor Ryan Corbiere)


(Councillor Dawn Madahbee)


(Councillor Michael Abotossaway)


(Councillor Terry Abotossaway)

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer _____ Signature _____ Date _____			Recommending officer _____ Signature _____ Date _____		
Approving officer _____ Signature _____ Date _____			Approving officer _____ Signature _____ Date _____		



BATCHEWANA FIRST NATION OF OJIBWAYS

Signatory of the 1850 Robinson-Huron Treaty

Rankin Reserve 15D, Goulais Bay Reserve 15A, Obadjiwan Reserve 15E, Whitefish Island Reserve

Administration Office 236 Frontenac Street
Batchewana First Nation, Ontario P6A 671
Ph. (705) 759-0914 Fax (705) 759-9171
www.batchewana.ca

COUNCIL RESOLUTION

Chronological No. 2013 - 046

Date of Duly Convened Meeting: D 13 M August Y 2013

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members

Quorum 5


Chief Dean Sayers


Councillor Stacey Tijerina

Councillor Gary Roach

Councillor Lynn Tegosh


Councillor Harvey M. Bell

Councillor Peter Sewell

Councillor Joseph M. Corbiere

Councillor Vernon Syrette


Councillor Claude G. Paquin



BATCHEWANA FIRST NATION OF OJIBWAYS

Signatory of the 1850 Robinson-Huron Treaty

Rankin Reserve 15D, Goulais Bay Reserve 15A, Obadjiwan Reserve 15E, Whitefish Island Reserve

Administration Office 236 Frontenac Street
Batchewana First Nation, Ontario P6A 671
Ph. (705) 759-0914 Fax (705) 759-9171
www.batchewana.ca

COUNCIL RESOLUTION

Chronological No. 2013 - 046

Date of Duly Convened Meeting: D 13 M August Y 2013

of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

THEREFORE BE IT RESOLVED THAT:

1. BATCHEWANA FIRST NATION OF OJIBWAYS hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and
3. To pursue this litigation, BATCHEWANA FIRST NATION OF OJIBWAYS has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

Quorum 5

Chief Dean Sayers

Councillor Stacey Tijerina

Councillor Lynn Tegosh

Councillor Peter Sewell

Councillor Vernon Syrette

Councillor Gary Roach

Councillor Harvey M. Bell

Councillor Joseph M. Corbiere

Councillor Claude G. Paquin



Chronological no.

1682

File reference no.

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the				DOKIS FIRST NATION		Cash free balance	
						Capital account	\$
Date of duly convened meeting				D	M	Y	Province
				13	08	13	ONTARIO
						Revenue account	\$

WHEREAS, the Ojibewa Indians, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior hereinafter the Robinson Huron Treaty Anishinabek") on September 9, 1850, at Sault Ste. Marie in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable William Benjamin Robinson on behalf of Her Majesty The Queen (hereinafter teh "Crown");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario dated September 9, 2012, of the intention of commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the Robinson Huron Treaty Anishinabek and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution,

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Pelitier, Peter Recollect, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the Robinson Huron Treaty Anishinabek are mandated to pursue and manage the Annuities claim;

Quorum 4

(Chief)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
Signature			Signature		
Date			Date		
Approving officer - Approuvé par			Approving officer		
Signature			Signature		
Date			Date		



Chronological no.
1682
File reference no.

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the				DOKIS FIRST NATION		Cash free balance	
						Capital account	\$
Date of duly convened meeting				D	M	Y	Province
				13	08	13	ONTARIO
						Revenue account	\$

THEREFORE BE IT RESOLVED THAT;

1. Dokis First Nation hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollect, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("Robinson Huron Treaty Anishinabek"); and
3. To pursue this litigation, Dokis First Nation has retained the Law Firm of Nahwegahbow, Corbiere, together with other lawyers connected with that Firm for purpose of this litigation, including the Joseph J. Arvay, QC, of Arvay Finlay, and Donald E. Worme, IPC, QC, of Semaganis Worme.

Quorum 4

(Councillor)

(Councillor)

(Councillor)

Denise Restoule
(Chief)

Cham Allen
(Councillor)

Roger Restoule
(Councillor)

Shirley Restoule
(Councillor)

A. D. P.
(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
Signature		Date	Signature		Date
Approving officer - Approuvé par			Approving officer		
Signature		Date	Signature		Date



Chronological no. R# 2013-2014-18
File reference no.

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the GARDEN RIVER FIRST NATION		Cash free balance													
		Capital account	\$ _____												
Date of duly convened meeting	<table><tr><td>1</td><td>3</td><td>0</td><td>8</td><td>1</td><td>3</td></tr><tr><td>D</td><td>M</td><td>Y</td><td></td><td></td><td></td></tr></table>	1	3	0	8	1	3	D	M	Y				Province	Revenue account \$ _____
1	3	0	8	1	3										
D	M	Y													
		Ontario													

DO HEREBY RESOLVE:

WHEREAS, the OJIBWAY INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

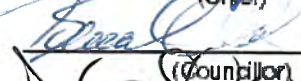
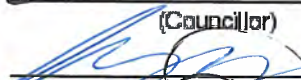
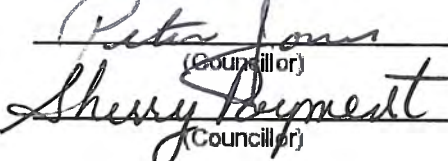
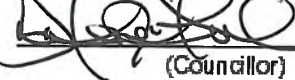
AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

Quorum _____	 (Chief)	 (Councillor)
 (Councillor)	 (Councillor)	 (Councillor)
 (Councillor)	 (Councillor)	 (Councillor)
	_____ (Councillor)	 (Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
_____ Signature			_____ Signature		
_____ Date			_____ Date		
Approving officer - Approuvé par			Approving officer		
_____ Signature			_____ Signature		
_____ Date			_____ Date		

Chronological no.

R# 2013-2014-18

File reference no.

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

Band Funds.		Cash free balance
The council of the GARDEN RIVER FIRST NATION		Capital account \$ _____
Date of duly convened meeting	Province	Revenue account \$ _____
11/3/98	Ontario	

DO HEREBY RESOLVE:

Page 2

THEREFORE BE IT RESOLVED THAT:

1. GARDEN RIVER FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibway/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and

To pursue this litigation, GARDEN RIVER FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

Quorum_____

(Council of)

(Counselor)

(Councillor)

(Chief)

(Councillor)

Councillors

(Councillor)

Councillor

(Councillor)

Councillor

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer Signature Date			Recommending officer Signature Date		
Approving officer - Approuvé par Signature Date			Approving officer Signature Date		



Chronological no.

2013/14-030

File reference no.

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the **HENVEY INLET FIRST NATION**

Cash free balance

Capital account \$

Date of duly convened meeting

D M Y
0 2 0 8 1 3

Province

Ontario

Revenue account \$

DO HEREBY RESOLVE:

Whereas, the Ojibwa Indians, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "Robinson Huron Treaty Anishinabek"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable William Benjamin Robinson, on behalf of Her Majesty the Queen (hereinafter the "Crown");

And Whereas, the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

And Whereas, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honor of the Crown and its fiduciary obligations;

And Whereas, the **Robinson Huron Treaty Anishinabek** served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

And Whereas, Robinson Huron Treaty rights are collective rights that belong to the Robinson Huron Treaty Anishinabek and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceedings;

Quorum 4

(Chief)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY

Expenditure

Authority
(Indian Act Section)

Source of funds

☐ Capital

☐ Revenue

Expenditure

Authority
(Indian Act Section)

Source of funds

☐ Capital

☐ Revenue

Recommending officer

Signature

Date

Recommending officer

Signature

Date

Approving officer - Approuvé par

Signature

Date

Approving officer

Signature

Date

BAND COUNCIL RESOLUTION	Chronological no.
	2013/14-030
	File reference no.

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the HENVEY INLET FIRST NATION		Cash free balance
		Capital account \$
Date of duly convened meeting	Province	Revenue account \$
D 0 2 M 0 8 Y 1 3	Ontario	

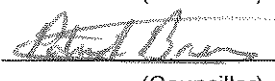
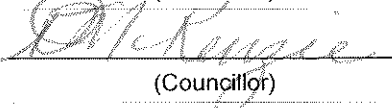
DO HEREBY RESOLVE:

And Whereas, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of Band Council Resolution;

And Whereas, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers, and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the Robinson Huron Treaty Anishinabek are mandated to pursue and manage the Annuities claim;

Therefore be it resolved that:

- Henvey Inlet First Nation hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
- The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Robert Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on Ojibwa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("Robinson Huron Treaty Anishinabek"); and
- To pursue this litigation, Henvey Inlet First Nation has retained the Law Firm of Nahwegahbow, Corbiere, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of Arvay Finlay, and Donald D. Worme, IPC, QC, of Semaganis Worme.

Quorum 4		
 (Councillor)	 (Councillor)	 (Councillor)
 (Councillor)	 (Councillor)	 (Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
Signature _____ Date _____			Signature _____ Date _____		
Approving officer - Approuvé par			Approving officer		
Signature _____ Date _____			Signature _____ Date _____		

BAND COUNCIL RESOLUTION

BCR Number:
2013/14 - 29



Council Of: MAGNETAWAN FIRST NATION	Quorum: 3	Date of Duly Convened Meeting: 8 / 14 / 2013 Month Day Year
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Purpose: RH LITIGATION

WHEREAS: the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the “ROBINSON HURON TREATY ANISHINABEK”), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the “CROWN”); and,

WHEREAS: the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time; and,

WHEREAS: the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations; and,

WHEREAS: the **ROBINSON HURON TREATY ANISHINABEK** served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities; and,

WHEREAS: Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding; and,

WHEREAS: a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution; and,

WHEREAS: Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim; therefore,

BE IT RESOLVED THAT:

1. MAGNETAWAN FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty; and,
2. That said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and,
3. To pursue this litigation, MAGNETAWAN FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for the purposes of this litigation, including Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

The above resolution was tabled and passed at a duly convened meeting of the Chief and Council held in the administration offices of the Magnetawan First Nation (known as the Magnetawan First Nations Band) on the 14th day of August, 2013.



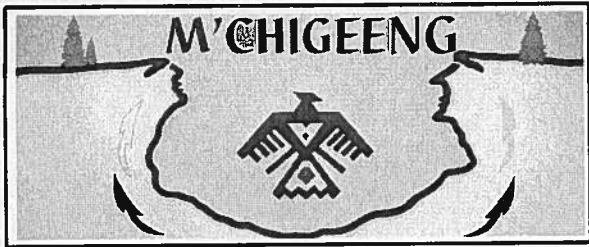
Chief
William Diabo



Councilor
Lloyd Myke



Councilor
Joanne Dominic



Chronological no.

4017

Department:

M'CHIGEENG FIRST NATION COUNCIL RESOLUTION

Date of duly convened meeting	D	M	Y
	20	08	2013

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the **ROBINSON HURON TREATY ANISHINABEK** served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the **ROBINSON HURON TREATY ANISHINABEK** and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

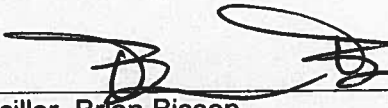
AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the **ROBINSON HURON TREATY ANISHINABEK** are mandated to pursue and manage the Annuities claim;

THEREFORE BE IT RESOLVED THAT:

1. M'CHIGEENG FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and
3. To pursue this litigation, M'CHIGEENG FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

Chronological no. 4017
Department:

Chief Joseph Hare



Councillor, Brian Bisson



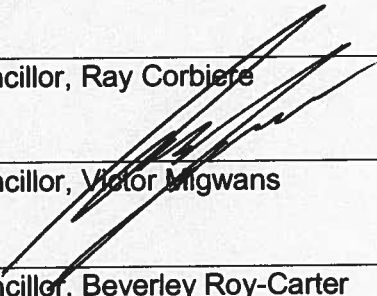
Councillor, Hazel Recollet



Councillor, Gerald Ense



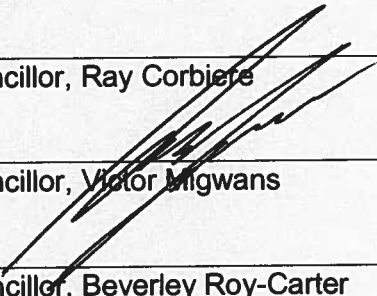
Councillor, Robert Beaudin



Councillor, Ray Corbiere



Councillor, Henry Panamick Sr.



Councillor, Victor Migwans

Councillor, Kevin Eshkawkogan

Councillor, Beverley Roy-Carter

QUORUM

6



The Council of the	Mississauga First Nation						
Date of duly convened meeting	D		M		Y		Province
	3	1	0	7	1	3	Ontario

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the (“ROBINSON HURON TREATY ANISHINABEK”), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the “CROWN”);

AND WHEREAS, the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the **ROBINSON HURON TREATY ANISHINABEK** served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

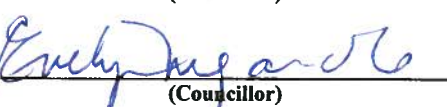
AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and mange the Annuities claim;

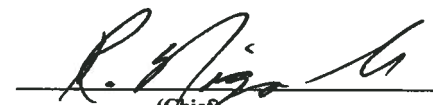
THEREFORE BE IT RESOLVED:

1. **MISSISSAUGA FIRST NATION** hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and
3. To pursue this litigation, **MISSISSAUGA FIRST NATION** has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

Quorum Six (6)

 (Councillor)

 (Councillor)

 (Councillor)

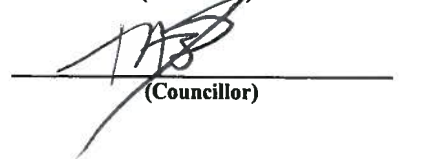

 (Chief)

 (Councillor)

 (Councillor)

 (Councillor)


 (Councillor)

 (Councillor)

 (Councillor)



Chronological no.
1688 Page 1 of 2

File reference no.

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

Council Resolution

The Council of the NIPISSING		Cash free balance
Date of duly convened meeting -> Day Month Year 6 08 2013		Capital account \$ _____
Province ONTARIO		Revenue account \$ _____

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right to Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by the way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

Quorum Five

<u>Marianna Couchie</u> Chief	<u>Daniel</u> Councillor
<u>June Commanda</u> Deputy-Chief	<u>A. May</u> Councillor
<u>[Signature]</u> Councillor	<u>[Signature]</u> Councillor
<u>[Signature]</u> Councillor	<u>[Signature]</u> Councillor
<u>[Signature]</u> Councillor	<u>[Signature]</u> Councillor

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of Funds Capital _____ Revenue _____	Expenditure	Authority (Indian Act Section)	Source of Funds Capital _____ Revenue _____
Recommending Officer _____ Signature _____ Date _____			Recommending Officer _____ Signature _____ Date _____		
Recommending Officer _____ Signature _____ Date _____			Recommending Officer _____ Signature _____ Date _____		



Chronological no.
1688 Pg 2 of 2
File reference no.

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

Council Resolution

The Council of the NIPISSING		Cash free balance
Date of duly convened meeting -> Day Month Year 6 08 2013		Capital account \$ _____
Province ONTARIO		Revenue account \$ _____

DO HEREBY RESOLVE:

AND WHEREAS, Mike Restoule, Pasty Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

THEREFORE BE IS RESOLVED THAT:

- 1. NIPISSING FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty.**
- 2. The said Mike Restoule, Pasty Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and**
- 3. To pursue this litigation, NIPISSING FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.**

Quorum Five

Marianna Corbiere
Chief

Jane Commanda
Deputy-Chief

Daniel
Councillor

Councillor

Councillor

Bill [unclear]

A. May



Sagamok Anishnawbek

P.O. Box 610
Massey, Ontario, Canada
P0P 1P0

Telephone (705) 865-2421
Fax (705) 865-3307

RESOLUTION

CHRONOLOGICAL NO. 2013-08-16

THE COUNCIL OF SAGAMOK ANISHNAWBEK

AGENCY: SUDBURY

PROVINCE: ONTARIO

PLACE: SAGAMOK ANISHNAWBEK

DATE: August 12, 2013

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

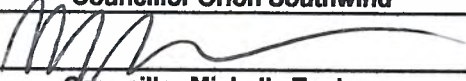
AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

THEREFORE BE IT RESOLVED THAT:

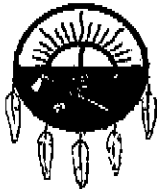
1. SAGAMOK ANISHNAWBEK FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and

3. To pursue this litigation, SAGAMOK ANISHNAWBEK FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

 Chief Paul Eshkakogan		
Councillor Jessie Hardisty	 Councillor Roger Jones	 Councillor Brian J. Owl
 Councillor Alan Ozawanimke	 Councillor Lawrence Solomon	Councillor Edward Southwind
Councillor Orion Southwind	 Councillor Angus Toulouse	 Councillor Kenneth Toulouse
 Councillor Michelle Toulouse	 Councillor Nelson Toulouse	Councillor Mary Ann Trudeau

Serpent River First Nation

195 Village Road
Cutler Ontario Canada
POB 1B0



Telephone: 705-844-2418
Facsimile: 705-844-2757

BAND COUNCIL RESOLUTION

Chronological no.
2013-2014-
File Reference (Title / Subject):
Robinson Huron Treaty Annuities Claim – Legal

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the					SERPENT RIVER FIRST NATION		Cash free balance	
Date of Duty Convened Meeting					DD	MONTH	YYYY	Province of
					19	08	2013	Ontario
					Capital Account		\$	
					Revenue Account		\$	
DO HEREBY RESOLVE:					Motion No.:		2013-08-19-	

Whereas; the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shore of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK") on September 9, 1850, at Sault Ste. Marie in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN") ;

Whereas; THE Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

Whereas; the Crown has failed augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

Whereas; the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012 of the intention to commence legal action against the Crown regarding the failure to augment the Robinson Huron Treaty Annuities;

Whereas; Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

Whereas; Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayer and Roger Daybutch, who are Robinson Huron Treaty Annuity holders and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

Whereas; SRFN has identified Chief Isadore Day as the SRFN representative for the associated Trust;

Therefore, be it resolved that:

1. Serpent River First Nation hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayer and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibawa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and
3. To pursue this litigation, Serpent River First Nation has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Woume, IPC, QC of SEMAGANIS WORME.

Quorum: 5			
	Chief Isadore Day	Councillor Carol Shawana	Councillor Joey Jacobs
	Councillor Bill McLeod	Councillor Elaine Johnston	Councillor Nicole Peltier-Southwind
	Councillor Quinn Meewasige	Councillor Shirley McLeod	Councillor Charlotte Commanda
		Councillor Emma Meewasige	

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds	Expenditure	Authority (Indian Act Section)	Source of funds
		☐ Capital ☐ Revenue			☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature			Signature		
Date			Date		

Our Vision Serpent River First Nation will have self-sufficient people within a community of caring and compassionate families.

Our Mission Serpent River First Nation will use all available financial, human, natural, technological and cultural resources to achieve self-sufficiency through the efforts of all Community Members. Our strong and unique cultural and spiritual identity will drive us to ensure a healthy community that is safe and secure for all generations.



**SHAWANAGA FIRST NATION
GOVERNMENT**

COUNCIL OF SHAWANAGA FIRST NATION
ROBINSON HURON TREATY 1850
IN THE PROVINCE OF: ONTARIO
PLACE: COUNCIL CHAMBERS
DATE: Day 29 Month 07 Year 2013 AD

SHAWANAGA FIRST NATION RESOLUTION
CHRONOLOGICAL NO. 1317399
A QUORUM FOR THIS GOVERNMENT
CONSISTS OF: (4) FOUR COUNCIL MEMBERS

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the “ROBINSON HURON TREATY ANISHINABEK”), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the “CROWN”);

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the **ROBINSON HURON TREATY ANISHINABEK** served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the **ROBINSON HURON TREATY ANISHINABEK** and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the **ROBINSON HURON TREATY ANISHINABEK** are mandated to pursue and manage the Annuities claim;

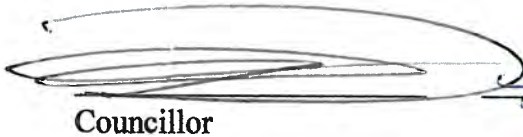
THEREFORE BE IT RESOLVED THAT:

1. **SHAWANAGA FIRST NATION** hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;

2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and
3. To pursue this litigation, SHAWANAGA FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.



Chief



Councillor



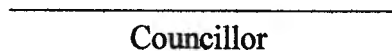
Councillor



Councillor



Councillor



Councillor



BAND COUNCIL RESOLUTION

Chronological no.
180-2013-14
File reference no.
1-1

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the Sheguiandah First Nation		Cash free balance
		Capital account \$
Date of duly convened meeting (YYYYMMDD)	Province	Revenue account \$
2013-08-19	Ontario	

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste.Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS, the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention of commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHNABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and such as, should be pursued by way of representative proceeding;

Quorum 3

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Chief)

(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature		Date	Signature		Date
Approving Officer			Approving Officer		
Signature		Date	Signature		Date



BAND COUNCIL RESOLUTION

Chronological no.
180-2013-14
File reference no.
1-1

NOTE:
The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

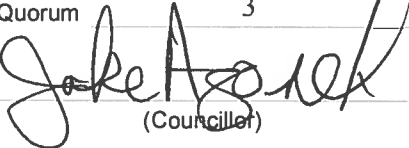
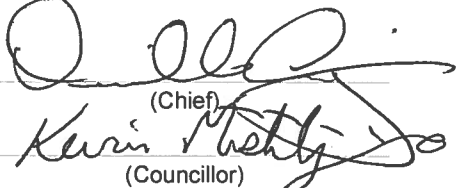
The council of the Sheguiandah First Nation		Cash free balance
		Capital account \$
Date of duly convened meeting (YYYYMMDD)	Province	
2013-08-19	Ontario	Revenue account \$

DO HEREBY RESOLVE:
AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of council resolution;

AND WHEREAS, Mike Restoule, Pasty Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

THEREFORE BE IT RESOLVED THAT:

1. SHEGUIANDAH FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Pasty Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and

Quorum 3		
		
(Councillor)	(Chief)	(Councillor)
(Councillor)	(Councillor)	(Councillor)
(Councillor)	(Councillor)	(Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		

Affaires autochtones et
Développement du Nord Canada

Chronological no.

180-2013-14

File reference no.

1-1

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

Band Funds.		Cash free balance
The council of the Sheguiandah First Nation		Capital account \$ _____
Date of duly convened meeting (YYYYMMDD)	Province	Revenue account \$ _____
2013-08-19	Ontario	

DO HEREBY RESOLVE:

3. To pursue this litigation, SHEGUIANDAH FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

Quorum

3

(Councillor)

(Councillor)

(Councillor)

(Chief)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending Officer Signature Date			Recommending Officer Signature Date		
Approving Officer Signature Date			Approving Officer Signature Date		

Chronological no.
13-14-10
File reference no.

BAND COUNCIL RESOLUTION

NOTE:

Band Funds.	Cash free balance
The council of the SHESHEGWANING FIRST NATION	Capital account \$
Date of duly convened meeting	Revenue account \$
D M Y 1 4 0 8 1 3	

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the “ROBINSON HURON TREATY ANISHINABEK”), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the “CROWN”);

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

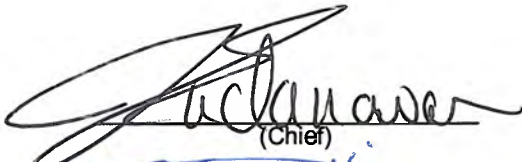
THEREFORE BE IT RESOLVED THAT:

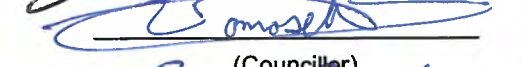
- SHESHEGWANING FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
- The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 (“ROBINSON HURON TREATY ANISHINABEK”); and
- To pursue this litigation, SHESHEGWANING FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

Quorum 3 (Three)

(Councillor)

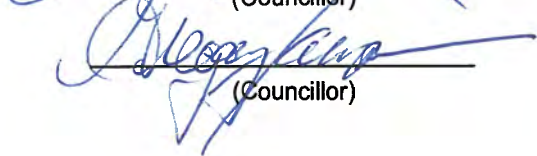
(Councillor)


(Chief)


(Councillor)


(Councillor)


(Councillor)


(Councillor)

(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
_____ Signature			_____ Signature		
Date			Date		
Approving officer - Approuvé par			Approving officer		
_____ Signature			_____ Signature		
Date			Date		

	Chronological no. 11
BAND COUNCIL RESOLUTION	File reference no. 2013/2014

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the THESSALON FIRST NATION		Cash free balance									
		Capital account \$ _____									
Date of duly convened meeting	Province	Revenue account \$ _____									
<table><tr><td>D</td><td>M</td><td>Y</td></tr><tr><td>1</td><td>4</td><td>0</td></tr><tr><td>8</td><td>1</td><td>3</td></tr></table>	D	M	Y	1	4	0	8	1	3		
D	M	Y									
1	4	0									
8	1	3									

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS, the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

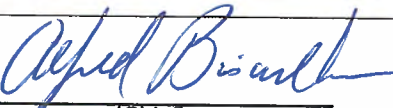
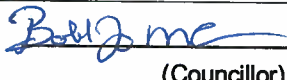
AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Petere Recollet, Dean Sayers and Roger Daybuth, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

THEREFORE BE IT RESOLVED THAT:

THESSALON FIRST NATION hereby authorizes legal action against the Crown in rights of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;

The said Mike Resoule, Patsy Corbiere, Duke Paltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ('ROBINSON HURON TREATY ANISHINABEK'); and

To pursue this litigation, THESSALON FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

Quorum <u>Chief & 3 Councillors</u>	 (Chief)	
 (Councillor)	 (Councillor)	 (Councillor)
 (Councillor)	_____ (Councillor)	_____ (Councillor)
 (Councillor)	_____ (Councillor)	_____ (Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
_____ Signature _____ Date			_____ Signature _____ Date		
Approving officer - Approuvé par			Approving officer		
_____ Signature _____ Date			_____ Signature _____ Date		

COPY

Chronological No – No consecutive

WFN – 13/14 – 17

File reference No – reference du dossier

BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE

NOTE The words "from our band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from band funds

		Cash free balance – Soide disponible	
The council of the Le conseil de		Wahnapitae First Nation	
Date of duly convened meeting Date de l'assemblee dument convoquee		D 0	D 7
		M 0	M 8
		Y 1	A 3
		Province Ontario	
		Capital Account Compte capital	
		\$	
		Revenue Account Capital Account Compte revenu	
		\$	

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

THEREFORE BE IT RESOLVED THAT:

1. WAHNAPIAE FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;

2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and

3. To pursue this litigation, WAHNAPIAE FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

Quorum 3

(Councilor) Hans Matthews
(Councilor) Robert Pitfield

(Chief) Ted Roque
(Councilor) Larry McGregor
(Councilor) Rosalie Smith

FOR DEPARTMENTAL USE ONLY – RESERVE AU MINISTERE					
Expenditure – dépenses	Authority (Indian Act section Autorite) (Article de la Loi sur les Indiens)	Source of funds Source des fonds ☐ Capital ☐ Revenue Revenu	Expenditure – dépenses	Authority (Indian Act section Autorite) (Article de la Loi sur les Indiens)	Source of funds Source des fonds ☐ Capital ☐ Revenue Revenu
Recommending officer – Recommande per			Recommending officer – Recommande per		
Signature			Signature		
Date			Date		
Approving officer - Approuve per			Approving officer - Approuve per		
Signature			Signature		
Date			Date		

WASAUKSING FIRST NATION



P.O. BOX 250
PARRY SOUND, ON
P2A 2X4
(705) 746-2531
FAX (705) 746-5984

Chronological no.	2013-0049
File reference no.	

NOTE: The words "from our Band funds", "capital" or "revenue", whichever is the case must appear in all resolution requesting for Band Funds.

Council of:				Cash free balance					
WASAUKSING (PARRY ISLAND) FIRST NATION				Capital account					
				\$ _____					
Date of duty convened meeting		d	d	m	m	y	y	Province	Revenue account
Community Council								ONTARIO	\$ _____

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

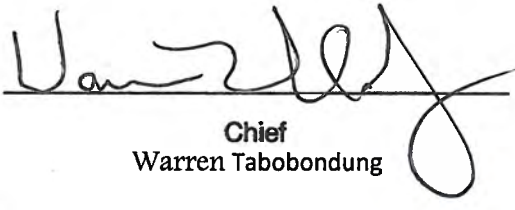
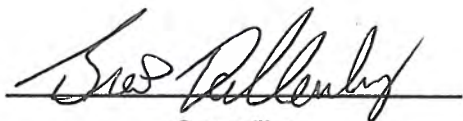
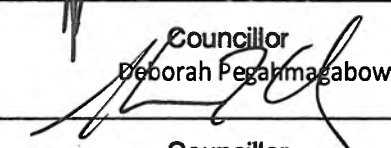
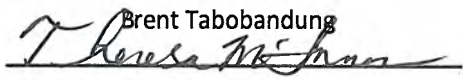
AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

DO HEREBY RESOLVE:

Page 1 of 2

 Councillor Deborah Pegahmagabow	 Chief Warren Tabobondung	 Councillor Brent Tabobondung
 Councillor Shane Tabobondung	 Councillor David Rice	 Councillor Theresa McInnes

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature		Date	Signature		Date
Approving Officer			Approving Officer		
Signature		Date	Signature		Date

WASAUKSING FIRST NATION



P.O. BOX 250
PARRY SOUND, ON
P2A 2X4
(705) 746-2531
FAX (705) 746-5984

Chronological no.	2013-0049
File reference no.	

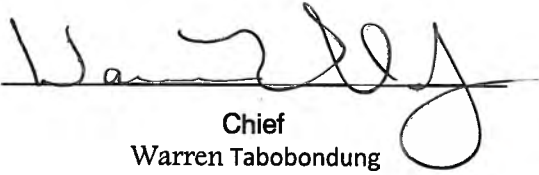
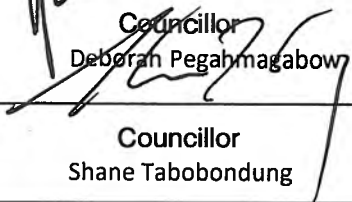
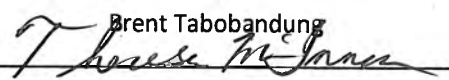
NOTE: The words "from our Band funds", "capital" or "revenue", whichever is the case must appear in all resolution requesting for Band Funds.

Council of:				Cash free balance					
WASAUKSING (PARRY ISLAND) FIRST NATION				Capital account					
				\$ _____					
Date of duty convened meeting		d	d	m	m	y	y	Province	Revenue account
Community Council								ONTARIO	\$ _____

DO HEREBY RESOLVE:

1. WASAUKSING FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and
3. To pursue this litigation, WASAUKSING FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

DO HEREBY RESOLVE:

 Councillor Deborah Pegahmagabow	 Chief Warren Tabobondung	 Councillor Brent Tabobondung
 Councillor Shane Tabobondung	 Councillor David Rice	 Councillor Theresa McInnes

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature		Date	Signature		Date
Approving Officer			Approving Officer		
Signature		Date	Signature		Date



Whitefish River First Nation
BAND COUNCIL RESOLUTION

CHRONOLOGICAL NO. 3299
FILE REFERENCE NO.

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The Council of the WHITEFISH RIVER FIRST NATION		Cash Free Balance
		Capital Account \$ _____
Date of Duly Convened Meeting AUGUST 14, 2013	Province ONTARIO	Revenue Account \$ _____

DO HEREBY RESOLVE:

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 9, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honorable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the **ROBINSON HURON TREATY ANISHINABEK** served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 9, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, **Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch**, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

Quorum – (4)

_____ Councillor	_____ Chief	_____ Councillor
_____ Councillor	_____ Councillor	_____ Councillor
_____ Councillor	_____ Councillor	_____ Councillor

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - Indian Act Section	Source of Funds Capital Revenue	Expenditure	Authority - Indian Act Section	Source of Funds Capital Revenue
Recommending Officer Signature _____ Date _____			Recommending Officer Signature _____ Date _____		
Approving Officer Signature _____ Date _____			Approving Officer Signature _____ Date _____		

THEREFORE BE IT RESOLVED THAT:

1. WHITEFISH RIVER FIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 ("ROBINSON HURON TREATY ANISHINABEK"); and
3. To pursue this litigation, WHITEFISH RIVER FIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.



Quorum – (4)

Councillor

Councillor

Councillor

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - Indian Act Section	Source of Funds		Expenditure	Authority - Indian Act Section
		Capital	Revenue		
Recommending Officer Signature Date			Recommending Officer Signature Date		
Approving Officer Signature Date			Approving Officer Signature Date		

WIKWEMIKONG UNCEDED INDIAN RESERVE #26

P.O. Box 112, 19A Complex Drive, Wikwemikong, ON
P0P 2J0

B.C.R. 3851

B.C.R. FILE/CHIEF AND COUNCIL
Pg. 1 of 2

BAND COUNCIL RESOLUTION

THE COUNCIL OF THE:	WIKWEMIKONG UNCEDED INDIAN RESERVE NO. 26
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AGENCY:	411A/SUDBURY
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PROVINCE:	ONTARIO
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PLACE:	WIKWEMIKONG
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DATE:	JULY 31, 2013
-------	---------------

WHEREAS, the OJIBEWA INDIANS, inhabiting and claiming the Eastern and Northern Shores of Lake Huron and Lake Superior (hereinafter the "ROBINSON HURON TREATY ANISHINABEK"), on September 09, 1850, at Sault Ste. Marie, in the Province of Canada, entered into an Agreement, known as the Robinson Huron Treaty, with the Honourable WILLIAM BENJAMIN ROBINSON, on behalf of HER MAJESTY THE QUEEN (hereinafter the "CROWN");

AND WHEREAS, the Robinson Huron Treaty provided among other things, for the payment of annuities, which were to be augmented from time to time;

AND WHEREAS, the Crown has failed to augment the annuities, in accordance with the terms of the Treaty, the honour of the Crown and its fiduciary obligations;

AND WHEREAS, the ROBINSON HURON TREATY ANISHINABEK served notice upon the Crown in right of Canada and the Crown in right of Ontario, dated September 09, 2012, of the intention to commence legal action against the said Crowns regarding the failure to augment the Robinson Huron Treaty Annuities;

AND WHEREAS, the Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Pasty Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the annuities claim;

THEREFORE BE IT RESOLVED THAT:

1. WIKWEMIKONG UNCEDED INDIAN RESERVE hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Pasty Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 (ROBINSON HURON TREATY ANISHINABEK"); and
3. To pursue this litigation, WIKWEMIKONG UNCEDED INDIAN RESERVE has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC of ARVAY FINLAY, and Dona E. Worme, IPC, QC of SEMAGANIS WORME.

WIKWEMIKONG UNCEDED INDIAN RESERVE #26

P.O. Box 112, 19A Complex Drive, Wikwemikong, ON
P0P 2J0

B.C.R. 3851

B.C.R. FILE/CHIEF AND COUNCIL
Page 2 of 2

Councillor N.J. Duke Peltier

Councillor Bernadine Francis

Councillor E. Maureen Trudeau Manitowabi

Councillor Lawrence Enosse

Chief N.J. Duke Peltier
2012-2014 Term

Councillor Gladys F. Wakegijig

Councillor A. Robert Corbiere

Councillor Cecilia J.C. Pitawanakwat

Councillor Margaret Manitowabi

Councillor John Dube

Councillor Luke Barry Wassegijig

Councillor Lorraine Ann Fox

Councillor A. Eugene Manitowabi

	Chronological no. 546
BAND COUNCIL RESOLUTION	File reference no.

AND WHEREAS, Robinson Huron Treaty rights are collective rights that belong to the ROBINSON HURON TREATY ANISHINABEK and its constituent First Nations, as successors to the signatories of the Robinson Huron Treaty, and as such, should be pursued by way of representative proceeding;

AND WHEREAS, a representative proceeding requires that an individual or individuals be authorized to represent the collectivity in the action, by way of band council resolution;

AND WHEREAS, Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, who are Robinson Huron Treaty Annuitants and members of First Nations making up the ROBINSON HURON TREATY ANISHINABEK are mandated to pursue and manage the Annuities claim;

THEREFORE BE IT RESOLVED THAT:

1. ZHIIBAAHAASINGFIRST NATION hereby authorizes legal action against the Crown in right of Canada and the Crown in right of Ontario, as a representative proceeding, in respect of a claim for augmentation of annuities under the Robinson Huron Treaty;
2. The said Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch are hereby authorized to act as representative plaintiffs in this legal action, to sue on their own behalf, and on behalf of all the members of the Ojibewa/Anishinabe Nation who are beneficiaries of the Robinson Huron Treaty of 1850 (“ROBINSON HURON TREATY ANISHINABEK”); and
3. To pursue this litigation, ZHIIBAAHAASINGFIRST NATION has retained the Law Firm of NAHWEGAHBOW, CORBIERE, together with other lawyers connected with that Firm for purposes of this litigation, including and Joseph J. Arvay, QC, of ARVAY FINLAY, and Donald E. Worme, IPC, QC, of SEMAGANIS WORME.

The following is Exhibit "G" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.



ENDORSEMENT ON THE RECORD

Superior Court of Justice, District of Thunder Bay

File No: CV-01-0673-00

Red Rock First Nations et al vs. Attorney General (Canada)

Date:

Endorsement:

March 8/17

At the request of the parties, pursuant to Rule 37.15 Justice P.C. Hennessy is appointed the sole case management judge (to case manage this proceeding together with the Sudbury matter of Restoule, et al v. AG of Canada, et al Court file Nos. C-3512-14 and C-3512-14A). Hennessy J. shall also hear all motions scheduled in this proceeding prior to trial or until further order of this Court.

The dates and locations of these motions, should any be heard in the NW Region, shall be scheduled in consultation with me, the RST and Ms. Patricia Lupo, the Regional Manager.

B. Wark RST

The following is Exhibit "H" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE
PATRICIA C. HENNESSY

) 1st day, the 3rd day of May, 2016
)

BETWEEN:

**Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and
Roger Daybutch, on their own behalf and on behalf of all members of the Ojibewa
(Anishinabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850**

Plaintiffs (Moving Parties)

- and -

**THE ATTORNEY GENERAL OF CANADA, THE ATTORNEY GENERAL OF
ONTARIO and HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

Defendants (Responding Parties)

- and -

**THE CHIEF and COUNCIL OF RED ROCK FIRST NATION, on behalf of the RED
ROCK FIRST NATION BAND OF INDIANS, THE CHIEF and COUNCIL of the
WHITESAND FIRST NATION on behalf of the WHITESAND FIRST NATION BAND
OF INDIANS**

Third Parties

REPRESENTATION ORDER

THE MOTION FOR:

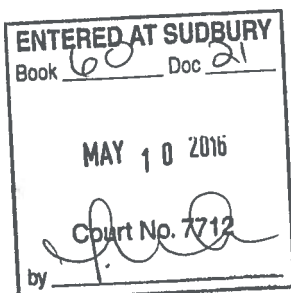
1. A representation order pursuant to Rule 12.08 of the *Rules of Civil Procedure* authorizing Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean

Sayers and Roger Daybutch, to bring the within proceeding on their own behalf and on behalf of all members of the Ojibewa (Anishinabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850, except those that are members of the Temagami First Nation;

2. An order abridging time to serve and file this notice of motion and supporting materials;
3. Such further and other relief as this Honourable Court deems just and fit to allow in the circumstances, was read by me at the Case Management Conference in Toronto, Ontario.

UPON REVIEWING the materials filed, on hearing the submissions of counsel, this Court accordingly orders as follows:

1. Mike Restoule, Patsy Corbiere, Duke Peltier, Peter Recollet, Dean Sayers and Roger Daybutch, are hereby authorized to bring the within proceeding on their own behalf and on behalf of all members of the Ojibewa (Anishinabe) Nation who are beneficiaries of the Robinson Huron Treaty of 1850, excepting the members of the Temagami First Nation.
2. The time to serve and file this notice of motion and supporting materials is abridged.
3. This order is without prejudice to the right of the defendants to contest the issue of which First Nations should be regarded as parties to the Robinson Huron Treaty of 1850, or have members who should be regarded as beneficiaries of that Treaty, even with respect to any of the named representative plaintiffs.



F. C. Hennessy J

Restoule, et al and **Attorney General of Canada, et al**
Plaintiffs (Moving Parties) Defendants (Responding Parties)

Court File No: C-3512-14

**ONTARIO
SUPERIOR COURT OF JUSTICE**

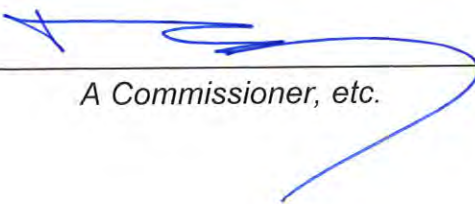
Proceedings commenced at Sudbury

Representation Order

NAHWEGAHBOW, CORBIERE
Genoodmagejig/Barristers & Solicitors
David C. Nahwegahbow, IPC, LSM (22473L)
Dianne G. Corbiere, IPC (401720)
5884 Rama Road, Suite 109
Rama, ON L3V 6H6
T: (705) 325-0520
F: (705) 325-07204
dndaystar@nncfirm.ca
dqcorbiere@nncfirm.ca

Counsel for the Plaintiffs (Moving Parties)

The following is Exhibit "I" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.

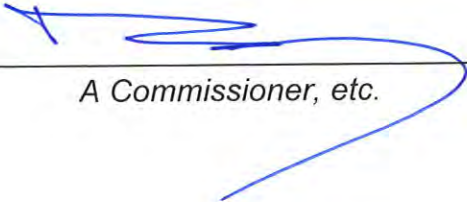
Exhibit “I” to the Affidavit of Duke Peltier

Affirmed February 14, 2024

Schedule of Community Information Sessions

First Nation	Date of Community Information Session(s)
Atikameksheng Anishnawbek	August 18, 2023
Aundeck Omni Kaning First Nation	June 27, 2023
Batchewana First Nation	July 4, 2023
Dokis First Nation	August 16, 2023
Garden River First Nation	July 3, 2023
Henvey Inlet First Nation	July 30, 2023
Magnetawan First Nation	June 26, 2023
M'Chigeeng First Nation	July 21, 2023
Mississauga #8 First Nation	July 18, 2023
Nipissing First Nation	July 22, 2023
Sagamok Anishnawbek	July 17, 2023
Serpent River First Nation	July 31, 2023
Shawanaga First Nation	August 17, 2023
Sheguiandah First Nation	August 19, 2023
Sheshegwaning First Nation	August 2, 2023
Thessalon First Nation	July 2, 2023
Wahnapiatae First Nation	August 1, 2023
Wasauksing First Nation	August 14, 2023
Whitefish River First Nation	July 20, 2023
Wiikwemkoong Unceded Territory	August 3, 2023 August 15, 2023
Zhiibaahaasing First Nation	August 3, 2023

The following is Exhibit "J" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A handwritten signature in blue ink, consisting of a stylized 'A' followed by a horizontal line and a large loop, is written over a horizontal line.

A Commissioner, etc.

ROBINSON HURON TREATY LITIGATION FUND
Mike Restoule et al. v. Canada (Attorney General) et al.

Court File No.: C-3512-14

SETTLEMENT AGREEMENT

SCHEDULE 1
SOLICITOR'S CERTIFICATE

I, **DAVID C. NAHWEGAHBOW**, a Citizen of Whitefish River First Nation, resident of the village of Birch Island, in the Province of Ontario, am a Partner in the Law Firm NAHWEGAHBOW, CORBIERE, with its Law Office at Rama First Nation, certify:

1. **THAT** I am a member in good standing of the Law Society of Ontario, Member No. 22473L, and am qualified to practise law in the Province of Ontario;
2. **THAT** the Firm of NAHWEGAHBOW, CORBIERE (including lawyers connected with the Firm) was retained, and continues to be retained, by the Robinson Huron Treaty Litigation Fund (RHTLF), to represent the RHTLF, in relation to the litigation and negotiation of a claim against the Crown in right of Canada (Canada) and the Crown in right of Ontario (Ontario) for failure to augment the Annuity under the Robinson Huron Treaty, on behalf of the Robinson Huron Treaty Anishinaabek and its 21 constituent Lake Huron First Nations;
3. **THAT** as part of the retainer of NAHWEGAHBOW, CORBIERE, the Firm commenced an Action in the Ontario Superior Court of Justice on behalf of the Robinson Huron Treaty Anishinaabek and the 21 Lake Huron First Nations (Action), Court File No. C-3512-14, and the Firm has also been engaged in the negotiation of a Settlement Agreement for Past Compensation with Ontario and Canada;
4. **THAT** in my professional capacity as counsel for RHTLF, I did provide legal advice, independent from Canada and Ontario, to the RHTLF, with respect to the Action and the settlement of the Claim, including the preparation, execution and implementation of the Settlement Agreement, executed by the RHTLF;
5. **THAT** I advised the RHTLF and the Chiefs of the 21 Lake Huron First Nations as to the legal nature and effect upon the Robinson Huron Treaty Anishinaabek of the Settlement Agreement and its implementation, including, without limitation, explaining any legal implications of the Past Compensation being deposited in the Trust Account and disbursed in accordance with the Compensation Disbursement Agreement (the "Legal Issues");
6. **THAT** in my capacity as counsel for, and as instructed by, RHTLF:



- a. I participated in the Information Meeting(s) listed below, called for the purpose of explaining the Legal Issues to Trustees, Chiefs and Councillors of the Lake Huron First Nations; and
- b. I made a presentation at the said Information Meeting(s), to the Trustees, Chiefs and Councillors of the Lake Huron First Nations who participated, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting(s);

	Location / Forum of Meeting(s):	Date(s) and Time(s)
1.	Zoom Meeting Aundeck Omni Kaning Council & Trustee	August 21, 2023 at 5:30 PM
2.	Zoom Meeting Sheguiandah First Nation Council & Trustee	August 24, 2023 at 2:30 PM
3.	Zoom Meeting Sheshegwaning First Nation Council & Trustee	August 29, 2023 at 1:00 PM
4.	Bawaating (Sault Ste. Marie) All Remaining Lake Huron First Nation Councils & Trustees	August 31, 2023 at 9:30 AM

7. **THAT** I or other members of NAHWEGAHBOW, CORBIERE or the Legal Team were also accessible, either in person, virtually, in writing or by email, as necessitated by the circumstances, to answer questions raised by the Trustees, Chiefs and Councillors of Lake Huron First Nations about the Legal Issues outside of the Information Meeting(s), including any of those Chiefs and Councillors who did not participate in the Information Meeting(s).

Witness' Signature: )

Name of Witness: Daniel McCoy)

Address: 109-5884 Rama Rd)
Rama First Nation, ON)

Date: January 3, 2024)
 (On or after date of Settlement Agreement Execution)


 DAVID C. NAHWEGAHBOW
 Barrister and Solicitor

ROBINSON HURON TREATY LITIGATION FUND

Mike Restoule et al. v. Canada (Attorney General) et al.

Court File No.: C-3512-14

SETTLEMENT AGREEMENT

SCHEDULE 2

PORTFOLIO MANAGER'S CERTIFICATE

I, Ross Kappelé, Head, Client Management and Distribution, and Director of BMO Asset Management Inc. (the "**Portfolio Manager**") of the City of Toronto, and of the Province of Ontario, do hereby certify on behalf of the Portfolio Manager and not in my personal capacity:

1. THAT the Portfolio Manager is registered as an adviser in the category of portfolio manager under applicable securities laws in each of the provinces and territories of Canada.
2. THAT the Portfolio Manager was retained to provide financial advice independent from Canada and Ontario to the Robinson Huron Treaty Litigation Fund with respect to the terms of the Settlement Agreement, including dealing with the deposit of the Past Compensation and the subsequent safe custody, preservation of capital, management, investment, and use of the Past Compensation.
3. THAT the Portfolio Manager provided independent financial advice to the Robinson Huron Treaty Litigation Fund and the Robinson Huron Treaty Anishinaabek, including the Lake Huron First Nations, with respect to the financial aspects of the Settlement Agreement, including, without limitation, explaining any financial considerations for the Robinson Huron Treaty Anishinaabek and Lake Huron First Nations arising in relation to the implementation of the Settlement Agreement, and the Past Compensation, being deposited into the Trust Account, (the "**Financial Issues**").
4. THAT the Portfolio Manager participated in Information Meeting(s) called for the purpose of explaining the Financial Issues to the Trustees, Chiefs and Councillors of the Lake Huron First Nations:

	Location / Forum of Meeting(s):	Date(s) and Time(s)
1.	Zoom Meeting Aundeck Omni Kaning Council & Trustee	August 21, 2023 at 5:30 PM
2.	Zoom Meeting Sheguiandah First Nation Council & Trustee	August 28, 2023 at 3:00 PM
3.	Zoom Meeting Sheshegwaning First Nation Council & Trustee	August 29, 2023 at 1:00 PM
4.	Bawaating (Sault Ste. Marie) All Remaining Lake Huron First Nation Councils & Trustees	August 31, 2023 at 1:00 PM

5. THAT the Portfolio Manager made a presentation at the Information Meeting(s), to the Trustees, Chiefs and Councillors who participated, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of the Portfolio Manager's professional ability.

6. THAT the Portfolio Manager was also available, as needed, to answer questions about the Financial Issues that the Trustees, Chiefs and Councillors of the Lake Huron First Nations, including those who did not participate in the Information Meeting(s), and did so to the best of the Portfolio Manager's professional ability.

Witness' Signature: )

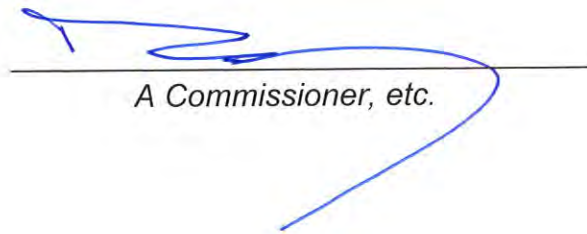
Name of Witness: VINCENT AU)

Address: 100 KING STREET WEST, TORONTO)

Date: 1/3/24)
(On or after date of Settlement Agreement Execution)


Ross Kappela

The following is Exhibit "K" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.

ROBINSON HURON TREATY LITIGATION FUND
Mike Restoule et al. v. Canada (Attorney General) et al.
Court File No.: C-3512-14
SETTLEMENT AGREEMENT

SCHEDULE 5
FORM OF TRUST MOTION FOR CERTIFYING THE VOTE OF THE TRUSTEES
APPROVING THE SETTLEMENT AGREEMENT

WHEREAS the Robinson Huron Treaty Anisinaabek, including the Lake Huron First Nations, wish to enter into a settlement agreement with His Majesty in right of Canada ("Canada") and His Majesty in right of Ontario ("Ontario") to resolve certain issues raised in the Ontario Superior Court of Justice Action identified by Court File No. C-3512-14;

AND WHEREAS each of the Lake Huron First Nations is both a settlor to and a beneficiary of the Robinson Huron Treaty Litigation Fund;

AND WHEREAS the Robinson Huron Treaty Litigation Fund was authorized through the terms of the Trust Indenture to act on behalf of the Robinson Huron Treaty Anishinaabek, including the Lake Huron First Nations, to negotiate a resolution or partial resolution to the Action;

AND WHEREAS the Robinson Huron Treaty Litigation Fund, Canada and Ontario negotiated the terms and conditions of a Partial Settlement to provide Past Compensation for the failure of the Crown to increase Annuities and to diligently implement the Augmentation Promise pursuant to the Robinson Huron Treaty from 1850 to the Effective Date of the Settlement Agreement (the "Settlement Agreement");

AND WHEREAS the Robinson Huron Treaty Litigation Fund held an Information Meeting for the Chiefs and Councillors of Robinson Huron Treaty Anishinaabek, including the Lake Huron First Nations on August 31, 2023 at Bawaating (Sault Ste. Marie) to explain the terms and conditions of the proposed Settlement Agreement and the Compensation Disbursement Agreement.

AND WHEREAS legal counsel for the First Nation explained the legal nature and effect of entering into the Settlement Agreement to the Chiefs and Councillors who participated in the Information Meeting.

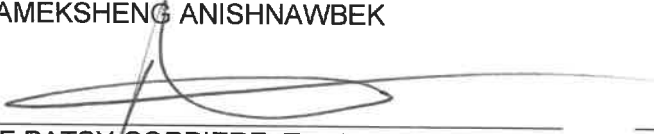
AND WHEREAS a financial advisor for the Robinson Huron Treaty Litigation Fund explained the financial implications of the Settlement Agreement and the Compensation Disbursement Agreement to the Chiefs and Councillors who participated in the Information Meeting.

AND WHEREAS a vote of the Trustees of the Robinson Huron Treaty Litigation Fund was held on August 31, 2023 in accordance with the procedures set out in the Trust Indenture, and 20 of the 22 Trustees voted in favour of the Settlement Agreement.

THE ROBINSON HURON TREATY LITIGATION FUND HEREBY AUTHORIZES AND DIRECTS:

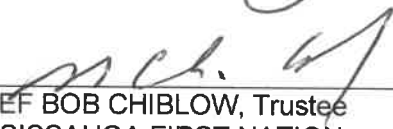
- 1. THAT the Robinson Huron Treaty Anishinaabek hereby approves the terms and conditions of the Settlement Agreement initialled by the Parties, which settles the Claim as defined in the Settlement Agreement.
- 2. THAT each of the Lake Huron First Nations will be bound by the terms and conditions of the Settlement Agreement.
- 3. THAT the Robinson Huron Treaty Litigation Fund hereby agrees to execute the Settlement Agreement on behalf of the Robinson Huron Treaty Anishinaabek.

Robinson Huron Treaty Litigation Fund:

CHIEF CRAIG NOOTCHTAI, Trustee ATIKAMEKSHENG ANISHNAWBEK	Date
	Aug. 28 / 23.
CHIEF PATSY CORBIERE, Trustee AUNDECK OMNI KANING	Date
	Aug 31 / 23
CHIEF MARK MCCOY, Trustee BATCHEWANA FIRST NATION	Date
	Aug 31 / 23
CHIEF GERRY DUQUETTE, Trustee DOKIS FIRST NATION	Date
	Aug 31 / 23
MS. BRENDA CONTIN, Trustee HENVEY INLET FIRST NATION	Date
	Aug 31 / 23
CHIEF LLOYD MYKE, Trustee MAGNETAWAN FIRST NATION	Date


CHIEF LINDA DEBASSIGE, Trustee
M'CHIGEENG FIRST NATION

August 31/2023
Date


CHIEF BOB CHIBLOW, Trustee
MISSISSAUGA FIRST NATION

Aug 31/23
Date


MR. MICHAEL RESTOULE, Trustee
NIPISSING FIRST NATION

Aug 31/23
Date


CHIEF ANDY RICKARD, Trustee
OJIBWAYS OF GARDEN RIVER FIRST NATION

Aug 31/23
Date


OGIMAA ANGUS TOULOUSE, Trustee
SAGAMOK ANISHNAWBEK FIRST NATION

Aug 31/23
Date


MS. WILMA-LEE JOHNSTON, Trustee
SERPENT RIVER FIRST NATION

Aug 31/23
Date


MR. DAN PAWIS, Trustee
SHAWANAGA FIRST NATION

Aug 31/23
Date


CHIEF ELVIS MISHIBINIJIMA, Trustee
SHEGUINDAH FIRST NATION

Aug 31/23
Date


CHIEF ALANA ENDANAWAS, Trustee
SHESHEGWANING FIRST NATION

Aug 31/23
Date


MS. MEGAN WABIGWAN, Trustee
THESSALON FIRST NATION

Aug 31/23
Date



MR. PETER RECOLLET, Trustee
WAHNAPITAE FIRST NATION

Date

Aug 31/23



CHIEF WARREN TABOBONDUNG, Trustee
WASAUKSING FIRST NATION

Date

Aug 31/23



MS. ESTHER OSCHÉ, Trustee
WHITEFISH RIVER FIRST NATION

Date

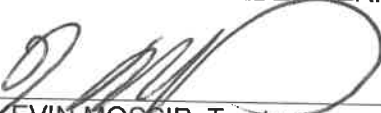
Aug 31/23



MR. DUKE PELTIER, Trustee
WIKWEMKOONG UNCEDED TERRITORY

Date

Aug 31/23



MR. KEVIN MOSSIP, Trustee
ZHIIBAAHAASING FIRST NATION

Date

Aug 31/23



MR. ALLAN MANITOWABI, Trustee-at-Large

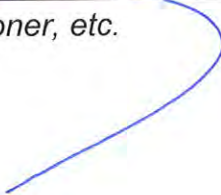
Date

Aug 31/23

The following is Exhibit "L" referred to in the
Affidavit of Duke Peltier
Affirmed before me this 14th day of February, 2024



A Commissioner, etc.





BAND COUNCIL RESOLUTION

Chronological number 2023-2024-026
File reference number

Note: The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The Council of the ATIKAMEKSHENG ANISHNAWBEK		Cash free balance
		Capital account (\$)
Duly convened meeting date (YYYYMMDD) 2023/11/08	Province/Territory ON	Revenue account (\$)

Do hereby resolve

WHEREAS by way of First Nation Council Resolution 2014-2015-011, dated April 24, 2014, Atikameksheng Anishnawbek approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 2018-2019-031, dated October 29, 2018, Atikameksheng Anishnawbek approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 2013-2014-021, dated September 11, 2013, Atikameksheng Anishnawbek approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Atikameksheng Anishnawbek agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

- Atikameksheng Anishnawbek has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
- The Representative Plaintiffs and Chief Craig Nootchtai are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Atikameksheng Anishnawbek.
- Atikameksheng Anishnawbek does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.



Quorum THREE	Chief signature (CHIEF CRAIG NOOTCHTAI) 	
Councillor signature (Councillor Jennifer Petahtegoose) 	Councillor signature (Councillor Lesley MacNeil) 	Councillor signature (Councillor Harvey Petahtegoose) 
Councillor signature (Councillor Vance Nootchtai) 	Councillor signature (Councillor Arthur Petahtegoose)	Councillor signature
Councillor signature 	Councillor signature	Councillor signature
Councillor signature	Councillor signature	Councillor signature

ISC USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds Capital Revenue	Expenditure	Authority (Indian Act Section)	Source of funds Capital Revenue
Recommending officer Signature		Date (YYYYMMDD)	Recommending officer Signature		Date (YYYYMMDD)
Approved by Signature		Date (YYYYMMDD)	Approved by Signature		Date (YYYYMMDD)



Chronological no.
2080

File reference no.

BAND COUNCIL RESOLUTION

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the AUNDECK OMNI KANING FIRST NATION					Cash free balance
					Capital account \$ _____
Date of duly convened meeting	DD 25	MM 09	YYYY 2023	Province Ontario	Revenue account \$ _____

DO HEREBY RESOLVE:

AUNDECK OMNI KANING FIRST NATION

WHEREAS by way of First Nation Council Resolution #1609, dated December 14, 2011, Aundeck Omni Kaning First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution #1893, dated June 18, 2018, Aundeck Omni Kaning First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution #1679, dated July 31, 2013, Aundeck Omni Kaning First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Aundeck Omni Kaning First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

- Aundeck Omni Kaning First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
- The Representative Plaintiffs and Chief Patsy Corbiere are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Aundeck Omni Kaning First Nation.
- Aundeck Omni Kaning First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Ligation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

A quorum for this First Nation
Consists of _____

(Councillor – Ingrid Madahbee)

(Councillor Marvin Assinewai)

(Chief Patsy Corbiere)

(Councillor Frank Corbiere)

(Councillor James McComber)

(Councillor Karen McGraw-Shokan)

(Councillor Hunter Abotossaway)

(Councillor Janet Esquimaux)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer _____ Signature _____ Date _____			Recommending officer _____ Signature _____ Date _____		
Approving officer _____ Signature _____ Date _____			Approving officer _____ Signature _____ Date _____		



BATCHEWANA FIRST NATION OF OJIBWAYS

Signatory of the 1850 Robinson-Huron Treaty

Rankin Reserve 15D, Goulais Bay Reserve 15A, Obadjiwan Reserve 15E, Whitefish Island Reserve

Administration Office 236 Frontenac Street
Batchewana First Nation, Ontario P6A 6Z1
Ph. (705) 759-0914 Fax (705) 759-8213
www.batchewana.ca

COUNCIL RESOLUTION	Chronological No. 2023 - 045
Date of Duly Convened Meeting: D 31 M 08 Y 2023	
Moved by Councillor Seconded by Councillor	

WHEREAS by way of First Nation Council Resolution 2010-21, dated June 15, 2010, Batchewana First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 2018-040, dated November 28, 2018, Batchewana First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 2013-046, dated August 13, 2013, Batchewana First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Batchewana First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

Quorum 5


Chief Mark McCoy

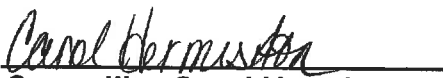

Councillor Agnes Lidstone


Councillor Luke McCoy


Councillor Gary Roach


Councillor Ann Tegosh


Councillor Trevor Sayers Sr.


Councillor Carol Hermiston


Councillor Brenda Sayers


Councillor Joseph T. Sayers

BATCHEWANA FIRST NATION OF OJIBWAYS

Signatory of the 1850 Robinson-Huron Treaty

Rankin Reserve 15D, Goulais Bay Reserve 15A, Obadjiwan Reserve 15E, Whitefish Island Reserve

Administration Office 236 Frontenac Street
Batchewana First Nation, Ontario P6A 6Z1
Ph. (705) 759-0914 Fax (705) 759-8213
www.batchewana.ca

COUNCIL RESOLUTION

Chronological No. 2023 - 045

Date of Duly Convened Meeting: D 31 M 08 Y 2023

**Moved by Councillor
Seconded by Councillor**

NOW THEREFORE BE IT RESOLVED THAT:

1. Batchewana First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Chief Mark McCoy, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Batchewana First Nation.
3. Batchewana First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum 5


Chief Mark McCoy


Councillor Agnes Lidstone


Councillor Luke McCoy


Councillor Gary Roach


Councillor Ann Tegosh


Councillor Trevor Sayers Sr.


Councillor Carol Hermiston


Councillor Brenda Sayers


Councillor Joseph T. Sayers



Chronological no.

2126

File reference no.

BAND COUNCIL RESOLUTION

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the Dokis First Nation					Cash free balance
					Capital account \$ _____
Date of duly convened meeting	YYYY 2023	MM 09	DD 01	Province Ontario	Revenue account \$ _____

DO HEREBY RESOLVE:

WHEREAS by way of First Nation Council Resolution 1449, dated April 7, 2009, Dokis First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 1923, dated November 26, 2018, Dokis First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 1682, dated August 13, 2013, Dokis First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Dokis First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

1. Dokis First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Jon Restoule, Trustee, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Dokis First Nation.
3. Dokis First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

A quorum for this First Nation
Consists of (4)


(Councillor Paige Restoule)


(Councillor Derek Restoule)


(Chief Gerry Duquette)


(Councillor Roland Restoule)


(Councillor Denise Restoule)


(Councillor Chris A. Dokis)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer _____ Signature Date			Recommending officer _____ Signature Date		
Approving officer _____ Signature Date			Approving officer _____ Signature Date		



BAND COUNCIL RESOLUTION

Indian and Northern Affairs Canada Affaires indiennes et du Nord Canada

Note: The words "from our Band funds" "capital" or "revenue" whichever is the case, must appear in all resolutions requesting expenditures from Band Funds

The council of the:					Cash free balance
GARDEN RIVER FIRST NATION					Capital account \$
Date of duly convened meeting:	Day 30	Mo. 10	Year 2023	Province ON	Capital Account \$

RHT SETTLEMENT

WHEREAS by way of First Nation Council Resolution 2014-2015-08, dated May 13, 2014, Garden River First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 2019-2020-02, dated May 14, 2019, Garden River First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 2013-2014-18, dated August 13, 2013, Garden River First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Garden River First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

- 1. Garden River First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
- 2. The Representative Plaintiffs and Chester Langille, Trustee, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Garden River First Nation.
- 3. Garden River First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum 5	 (Chief) Karen Bell	 Candace Sim
Kari Barry	 Luanne Povey	 Lee Ann Gamble
Kristy Jones	 Darwin Belleau	
 Chester Langille	 Travis Jones	

FOR DEPARTMENT USE ONLY					
Expenditure	Authority (Indian Act Sec.)	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Sec.)	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature _____ date _____			Signature _____ date _____		
Approving Officer			Approving Officer		
Signature _____ date _____			Signature _____ date _____		

	Chronological no. 2023/24 - 039
BAND COUNCIL RESOLUTION	File reference no.

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the HENVEY INLET FIRST NATION		Cash free balance
		Capital account \$ _____
Date of duly convened meeting	Province	Revenue account \$ _____
D 3 1 0 8 2 3	Ontario	

DO HEREBY RESOLVE:

WHEREAS by way of First Nation Council Resolution 2015/16-026, dated July 28, 2015, Henvey Inlet First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 2023/24-012, dated May 19, 2023, Henvey Inlet First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 2013/14-030, dated August 2, 2013, Henvey Inlet First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

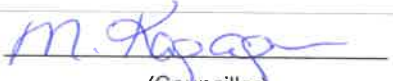
AND WHEREAS by approving of the Trust Indenture, Henvey Inlet First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

- Henvey Inlet First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
- The Representative Plaintiffs and Brenda Contin, Trustee, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Henvey Inlet First Nation.
- Henvey Inlet First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum <u>4</u>		
 (Councillor)	 (Councillor)	 (Councillor)
 (Councillor)	 (Councillor)	 (Councillor)

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
Signature Date			Signature Date		
Approving officer - Approuvé par			Approving officer		
Signature Date			Signature Date		

BAND COUNCIL RESOLUTION

BCR Number:

2023-0054



Council Of: MAGNETAWAN FIRST NATION	Quorum: 3	Date of Duly Convened Meeting: _August 30, 2023._ Month Day Year
--	--------------------------------	--

PURPOSE: To Acknowledge the Trustee Vote

WHEREAS by way of First Nation Council Resolution 2023-041, dated May 29, 2023, Magnetawan First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 2017-19-104, dated September 10, 2018, Magnetawan First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 2013/14-29, dated August 14, 2013, Magnetawan First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Magnetawan First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

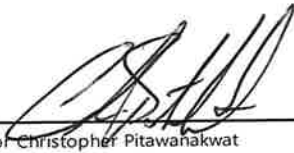
AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

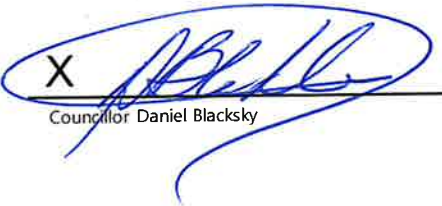
AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

1. Magnetawan First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Chief Lloyd Myke are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Magnetawan First Nation.
3. Magnetawan First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

X 
Chief Lloyd Myke

X 
Councillor Christopher Pitawanakwat

X 
Councillor Daniel Blacksky



Chronological no.
4627

Department

M'CHIGEENG FIRST NATION COUNCIL RESOLUTION

Date of duly convened meeting	D	M	Y
	31	08	2023

DO HEREBY RESOLVE:

WHEREAS by way of First Nation Council Resolution 3983, dated October 9, 2012, M'Chigeeng First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution #4627, dated August 31, 2023, M'Chigeeng First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 4017, dated August 20, 2013, M'Chigeeng First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

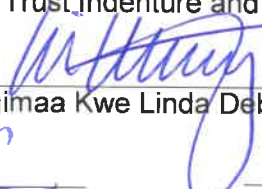
AND WHEREAS by approving of the Trust Indenture, M'Chigeeng First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

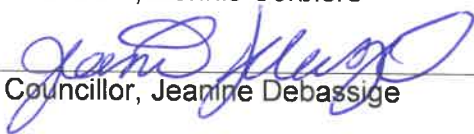
1. M'Chigeeng First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Chief Linda Debassige are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of M'Chigeeng First Nation.
3. M'Chigeeng First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

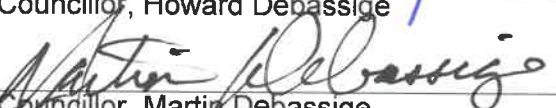

Ogimaa Kwe Linda Debassige


Councillor, Charles Beaudin


Councillor, Dennis Corbiere


Councillor, Howard Debassige

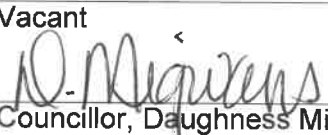

Councillor, Jeanine Debassige


Councillor, Martin Debassige


Councillor, Samuel Debassige

Vacant


Councillor, Thomas Hare


Councillor, Daughness Migwans

Councillor, Henry Panamick Sr.

QUORUM 6

BAND COUNCIL RESOLUTION



CHRONOLOGICAL NUMBER
#13-23-24
FILE REFERENCE NUMBER

The Council of the	Mississauga First Nation						
Date of duly convened meeting	D		M		Y		Province
	3	1	0	8	2	3	Ontario

WHEREAS by way of First Nation Council Resolution 024-09-10, dated August 19, 2009, Mississauga First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 026-18-19, dated February 7, 2019, Mississauga First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 017-13-14, dated July 31, 2013, Mississauga First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Mississauga First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

- 1. Mississauga First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
- 2. The Representative Plaintiffs and Chief Bob Chiblow are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Mississauga First Nation.
- 3. Mississauga First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum Six (6) 
Chief

 Councillor  Councillor  Councillor

 Councillor  Councillor  Councillor

 Councillor  Councillor  Councillor



RESOLUTION

CHRONOLOGICAL NO.: BCR 2023-08-14

THE COUNCIL OF SAGAMOK ANISHNAWBEK

PROVINCE: ONTARIO

PLACE: SAGAMOK ANISHNAWBEK

DATE: August 31st 2023

WHEREAS by way of First Nation Council Resolution 2009-05-901, dated May 25, 2009, Sagamok Anishnawbek approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 2019-01-92, dated January 16, 2019, Sagamok Anishnawbek approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 2013-08-16, dated August 12, 2013, Sagamok Anishnawbek approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Sagamok Anishnawbek agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

1. Sagamok Anishnawbek has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Ogimaa Angus Toulouse are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Sagamok Anishnawbek.
3. Sagamok Anishnawbek does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Chief Angus Toulouse

Councillor Anna Marie Abitong

Councillor Arnelda Bennett

Councillor Lawrence Solomon

Councillor Leroy Bennett

Councillor McKenzie Toulouse

Councillor Michael Abitong

Councillor Nelson Toulouse

Councillor Nicole Eshkakogan

Councillor Paul Eshkakogan

Councillor Rhonda Stoneypoint

Councillor Sheldon Toulouse

Serpent River First Nation

195 Village Road
Cutler Ontario Canada
P0P 1B0



Telephone: 705-844-2418
Facsimile: 705-844-2757

BAND COUNCIL RESOLUTION					Chronological no. 2023-08-31-02	
					File Reference (Title / Subject): Robinson Huron Treaty Litigation Fund Settlement	
NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.						
The council of the SERPENT RIVER FIRST NATION (201)					Cash free balance	
Date of Duty Convened Meeting					Capital Account	\$
DD	MONTH	YYYY	Province of		Revenue Account	\$
31	August	2023	Ontario			
DO HEREBY RESOLVE:					Motion No.:	2023-08-31-02

WHEREAS by way of First Nation Council Resolution 2013-2014-18, dated September 25, 2013, Serpent River First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 2019-07-16-002, dated July 16, 2018, Serpent River First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 2013-2014-, dated August 19, 2013, Serpent River First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Serpent River First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

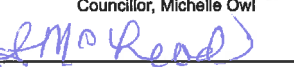
AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

- Serpent River First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
- The Representative Plaintiffs and Deputy Chief Wilma-Lee Johnston are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Serpent River First Nation.
- Serpent River First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum: 4

Chief Brent Bissailion		
		
Deputy Chief/Councillor, Wilma-Lee Johnston	Councillor, Kerri Commanda	Councillor, Michelle Owl
		
Councillor, John (Jack) Trudeau	Councillor, Steve Meawasige	Councillor, Shirley McLeod

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds	Expenditure	Authority (Indian Act Section)	Source of funds
		☐ Capital ☐ Revenue			☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature			Signature		
Date			Date		

Our Vision Serpent River First Nation will have self-sufficient people within a community of caring and compassionate families.

Our Mission Serpent River First Nation will use all available financial, human, natural, technological and cultural resources to achieve self-sufficiency through the efforts of all Community Members. Our strong and unique cultural and spiritual identity will drive us to ensure a healthy community that is safe and secure for all generations.



SHAWANAGA FIRST NATION
GOVERNMENT

COUNCIL OF SHAWANAGA FIRST NATION		
ROBINSON HURON TREATY 1850		
IN THE PROVINCE OF: ONTARIO		
PLACE: COUNCIL CHAMBER		
DATE: Day 01	Month 09	Year 2023 AD

SHAWANAGA FIRST NATION RESOLUTION
CHRONOLOGICAL NO. 23-17-634
A QUORUM FOR THIS GOVERNMENT
CONSISTS OF: (4) FOUR
COUNCIL MEMBERS

DO HEREBY RESOLVE:

WHEREAS by way of First Nation Council Resolution 09-17-315, dated April 3, 2009, Shawanaga First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 19-17-541, dated March 27, 2019, Shawanaga First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 13-17-399, dated July 29, 2013, Shawanaga First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Shawanaga First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

1. Shawanaga First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Dan Pawis, Trustee, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Shawanga First Nation.
3. Shawanaga First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty

Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.


Chief Adam Pawis


Head Councillor Candace Geroux


Councillor Sherill Judge

Councillor Alfred Stevens

Councillor Kyla Judge


Councillor Dan Pawis



BAND COUNCIL RESOLUTION

Chronological No.
265- 2023/2024

File Reference No.
1-1

NOTE:

The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

		Cash free balance
The council of the SHEGUIANDAH FIRST NATION		Capital Account (\$):
Date of duly convened meeting (YYYYMMDD) 2023-10-05	Province or Territory ON - Ontario	Revenue Account(\$):

DO HEREBY RESOLVE:

WHEREAS the Sheguiandah First Nation has the inherent right to govern itself and to ensure the health, safety and well-being of all it's community members or residents of the Sheguiandah First Nation; and

WHEREAS by way of First Nation Council Resolution, dated May 31, 2023, Sheguiandah First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;
AND WHEREAS by way of First Nation Council Resolution 118-2018/2019, dated November 9, 2018, Sheguiandah First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 180-2013-14, dated August 19, 2013, Sheguiandah First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Sheguiandah First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

1. Sheguiandah First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Chief Elvis Mishibinijima are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Sheguiandah First Nation.
3. Sheguiandah First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.



Quorum 3 (three)

Elwin M.
(Chief)

Paul Waindence
(Councillor)

SSgt
(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

(Councillor)

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending Officer _____ Signature Date (YYYYMMDD)			Recommending Officer _____ Signature Date (YYYYMMDD)		
Approved by _____ Signature Date (YYYYMMDD)			Approved by _____ Signature Date (YYYYMMDD)		



	Chronological no. 23-24-16
BAND COUNCIL RESOLUTION	File reference no.

NOTE:		
The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.		
		Cash free balance
The council of the SHESEHEGWANING FIRST NATION		Capital account \$ _____
Date of duly convened meeting	Province	Revenue account \$ _____
D 2 M 0 Y 9 2 3	ON	

WHEREAS by way of First Nation Council Resolution 14-15-04, dated May 20, 2014, Sheshegwaning First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 18-19-13, dated September 10, 2018, Sheshegwaning First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 13-14-10, dated August 14, 2013, Sheshegwaning First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

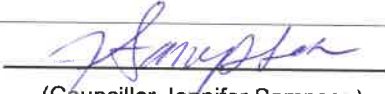
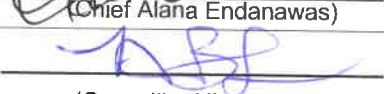
AND WHEREAS by approving of the Trust Indenture, Sheshegwaning First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

- Sheshegwaning First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
- The Representative Plaintiffs and Chief Alana Endanawas are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Sheshegwaning First Nation.
- Sheshegwaning First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum _____ Three (3)	 (Chief Alana Endanawas)	
 (Councillor Jennifer Sampson)	 (Councillor Nicole Bush)	 (Councillor Marie McLeod)
_____ (Councillor)	_____ (Councillor Gregory Sampson)	_____ (Councillor)

	Chronological no. 10
BAND COUNCIL RESOLUTION	File reference no. 2023/2024

NOTE:

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the		Cash free balance	
THESSALON FIRST NATION		Capital account	\$ _____
Date of duly convened meeting	Province	Revenue account	\$ _____
D 2 9 0 8 2 3			

WHEREAS by way of First Nation Council Resolution 04 2010/2011, dated May 21, 2010, Thessalon First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 07 (1), dated September 4, 2018, Thessalon First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 11, dated August 14, 2013, Thessalon First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

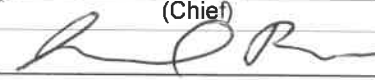
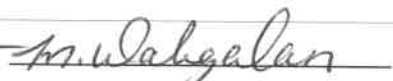
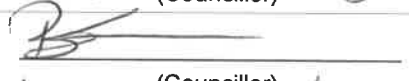
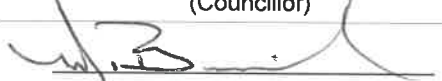
AND WHEREAS by approving of the Trust Indenture, Thessalon First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

- Thessalon First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
- The Representative Plaintiffs and Megan Wabigwan, Trustee, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Thessalon First Nation.
- Thessalon First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum Chief & 3 Councillors	 (Chief)	
 (Councillor)	 (Councillor)	 (Councillor)
 (Councillor)	_____ (Councillor)	_____ (Councillor)
 (Councillor)	_____ (Councillor)	_____ (Councillor)

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
Signature		Date	Signature		Date
Approving officer - Approuvé par			Approving officer		
Signature		Date	Signature		Date

Chronological No

WFN – 23/24-20

File reference No

BAND COUNCIL RESOLUTION

NOTE: The words “from our band funds” “capital” or “revenue” whichever is the case, must appear in all resolutions requesting expenditures from band funds

The council of the							Wahnapitae First Nation		Cash free balance	
							Capital Account		\$	
Date of duly convened meeting	D	D	M	M	Y	Y	Province	Revenue Account		
	3	1	0	8	2	3	Ontario	\$		

DO HEREBY RESOLVE

WHEREAS by way of First Nation Council Resolution 10/11-013, dated September 2, 2010, Wahnapitae First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 18/19-17, dated August 28, 2018, Wahnapitae First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 13/14-17, dated August 7, 2013, Wahnapitae First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Wahnapitae First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

1. Wahnapitae First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.

2. The Representative Plaintiffs and Peter Recollet, Trustee, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Wahnapitae First Nation.

3. Wahnapitae First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum

3

L. Roque

(Chief) Larry Albert Roque

B. E. Pitfield

(Councilor) Robert Eldon Pitfield

A. G. Teddy

(Councilor) Michael George Teddy

A. J. Roque

(Councilor) Adam Jonathan Roque

C. D. Tyson

(Councilor) Craig David Tyson

FOR DEPARTMENTAL USE ONLY – RESERVE AU MINISTRE					
Expenditure	Authority (Indian Act)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act)	Source of funds ☐ Capital ☐ Revenue
Recommending officer			Recommending officer		
Signature			Signature		
Date			Date		
Approving officer			Approving officer		
Signature			Signature		
Date			Date		

WASAUKSING FIRST NATION

P.O. BOX 250
PARRY SOUND, ON
P2A 2X4
(705) 746-2531
FAX (705) 746-5984



Chronological No.	2023-0073
File Reference No.	

NOTE: The words "from our Band Funds", "Capital" or "Revenue", whichever is the case must appear in all Resolution requesting for Band Funds.

Council of:					Cash Free Balance	
WASAUKSING (PARRY ISLAND) FIRST NATION					Capital Account	
					\$	
Date of Duty Convened Meeting	day	month	year	Province	Revenue Account	
Business Council	1 2	1 0	2 3	Ontario	\$	

WHEREAS by way of First Nation Council Resolution 2014-0031, dated May 13, 2014, Wasauksing First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 2019-0041, dated May 14, 2019, Wasauksing First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 2013-0049, dated August 2013, Wasauksing First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Wasauksing First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

1. Wasauksing First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Chief Warren Tabobondung are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Wasauksing First Nation.
3. Wasauksing First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Chief
Warren Tabobondung

Councillor
Pazhe Rice-Menominee

Councillor
Lindsay McConnell

Councillor
Christina Vasiliou

Councillor
Alana King

Councillor
Walter Tabobondung

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		



CHRONOLOGICAL NO.	4062
FILE REFERENCE NO.	

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The Council of the WHITEFISH RIVER FIRST NATION		Cash Free Balance
		Capital Account
		\$ _____
Date of Duly Convened Meeting	Province	Revenue Account
September 1, 2023	ONTARIO	\$ _____

WHEREAS by way of First Nation Council Resolution 2973, dated May 10, 2010, Whitefish River First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 4044, dated May 16, 2023, Whitefish River First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 3299, dated August 14, 2013, Whitefish River First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Whitefish River First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario,

Quorum – (4)

 Councillor	 Chief	 Councillor
 Councillor	 Councillor	 Councillor
 Councillor	 Councillor	 Councillor

FOR DEPARTMENTAL USE ONLY					
Expenditure	Authority - Indian Act Section	Source of Funds ☐ Capital ☐ Revenue	Expenditure	Authority - Indian Act Section	Source of Funds ☐ Capital ☐ Revenue
Recommending Officer			Recommending Officer		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		

accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

- 1. Whitefish River First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
- 2. The Representative Plaintiffs and Esther Osche, Trustee, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Whitefish River First Nation.
- 3. Whitefish River First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum – (4)


Councillor


Councillor


Councillor


Chief


Councillor


Councillor


Councillor


Councillor


Councillor

FOR DEPARTMENTAL USE ONLY					
Expenditure		Authority - Indian Act Section		Source of Funds	
				☐ Capital ☐ Revenue	
Recommending Officer			Recommending Officer		
Signature _____			Signature _____		
Date _____			Date _____		
Approving Officer			Approving Officer		
Signature _____			Signature _____		
Date _____			Date _____		

WIKWEMIKONG UNCEDED INDIAN RESERVE #26

P.O. Box 112, 19A Complex Drive, Wikwemikong, Ontario
P0P 2J0

B.C.R. 4424

BAND COUNCIL RESOLUTION

THE COUNCIL OF THE:	WIKWEMIKONG UNCEDED INDIAN RESERVE NO. 26
AGENCY:	411A/SUDBURY
PROVINCE:	ONTARIO
PLACE:	WIKWEMIKONG
DATE:	August 31, 2023

ROBINSON HURON TREATY ANNUITIES LITIGATION – Acknowledging Trustee Vote

WHEREAS by way of First Nation Council Resolution 3639, dated December 21, 2009, Wiikwemkoong Unceded Territory approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 4162, dated October 29, 2018, Wiikwemkoong Unceded Territory approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 3851, dated July 31, 2013, Wiikwemkoong Unceded Territory approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

AND WHEREAS by approving of the Trust Indenture, Wiikwemkoong Unceded Territory agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

WIKWEMIKONG UNCEDED INDIAN RESERVE #26

P.O. Box 112, 19A Complex Drive, Wikwemikong, Ontario
P0P 2J0

B.C.R. 4424

NOW THEREFORE BE IT RESOLVED THAT:

1. Wiikwemkoong Unceded Territory has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Duke Peltier, Trustee, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Wiikwemkoong Unceded Territory.
3. Wiikwemkoong Unceded Territory does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Councillor Gladys Wakegijig

Councillor Frances Mandamin

Councillor Ralph Gonawabi

Chief Rachel Manitowabi
2022-2024 Term

Councillor Tim Ominika

Councillor Shane Cooper

Councillor Lyle Peltier

Councillor Joseph Wabegijig

Councillor Lorraine Fox

Councillor Marcia Trudeau-
Bomberry

Councillor Irvin Oshkabewisens



BAND COUNCIL RESOLUTION

Chronological number

661

File reference number

Note: The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The Council of the Zhiibaahaasing First Nation		Cash free balance
Duly convened meeting date (YYYYMMDD) 2023-09-05		Capital account (\$)
Province/Territory Ontario		Revenue account (\$)

Do hereby resolve

WHEREAS by way of First Nation Council Resolution 557, dated May 26, 2014, Zhiibaahaasing First Nation approved the creation of the Robinson Huron Treaty Litigation Fund, by way of a Trust Indenture to pursue litigation or negotiations related to the Action on behalf of the Robinson Huron Treaty Anishinaabek, the Lake Huron First Nations, and the Beneficiaries;

AND WHEREAS by way of First Nation Council Resolution 654, dated April 20, 2023, Zhiibaahaasing First Nation approved a Compensation Disbursement Agreement, setting out the terms for disbursing any global award or settlement attained as part of the Action;

AND WHEREAS by way of First Nation Council Resolution 546, dated September 9, 2013, Zhiibaahaasing First Nation approved the Representative Plaintiffs and authorized initiating the Action on behalf of the Robinson Huron Treaty Anishinaabek, First Nations, and Beneficiaries;

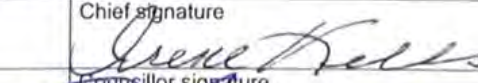
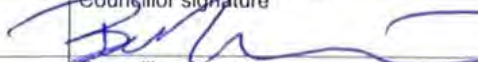
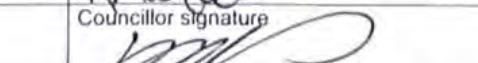
AND WHEREAS by approving of the Trust Indenture, Zhiibaahaasing First Nation agreed to be bound by the decision-making process contained within the Trust Indenture, including approving a settlement by a vote of 70% of Trustees, if a consensus cannot be achieved;

AND WHEREAS by way of letter dated January 23, 2023, the Robinson Huron Treaty Litigation Fund offered to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

AND WHEREAS by way of letter dated January 26, 2023, the Honourable Marc Miller, Minister of Crown-Indigenous Relations, on behalf of Canada, and the Honourable Greg Rickford, Minister of Indigenous Affairs, on behalf of Ontario, accepted the offer to settle the Action for a global sum of \$10,000,000,000.00 (ten billion);

NOW THEREFORE BE IT RESOLVED THAT:

1. Zhiibaahaasing First Nation has reviewed the Settlement Agreement, including all of the terms and conditions contained therein, and acknowledges it has been approved by a vote of the Trustees pursuant to the Trust Indenture and therefore agrees to be bound by the terms and conditions, including the release and indemnity.
2. The Representative Plaintiffs and Kevin Mossip, Trustee, are authorized to sign the Settlement Agreement and any other document to give effect to the Settlement Agreement on behalf of Zhiibaahaasing First Nation.
3. Zhiibaahaasing First Nation does hereby approve the Directions to Pay executed by the Robinson Huron Treaty Litigation Fund and authorizes the Robinson Huron Treaty Litigation Fund to receive the funds on its behalf in accordance with the Trust Indenture and Compensation Disbursement Agreement.

Quorum	Chief signature 	
Councillor signature	Councillor signature 	Councillor signature
Councillor signature	Councillor signature 	Councillor signature
Councillor signature	Councillor signature 	Councillor signature



Councillor signature	Councillor signature	Councillor signature
----------------------	----------------------	----------------------

ISC USE ONLY					
Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue	Expenditure	Authority (Indian Act Section)	Source of funds ☐ Capital ☐ Revenue
Recommending officer Signature		Date (YYYYMMDD)	Recommending officer Signature		Date (YYYYMMDD)
Approved by Signature		Date (YYYYMMDD)	Approved by Signature		Date (YYYYMMDD)

RESTOULE et al.
Plaintiffs

and

AG CANADA et al.
Defendants
(Respondents)

and

RED ROCK FIRST NATION et al.
Third Parties

Court File Nos. C66455 & C68595

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at SUDBURY

**AFFIDAVIT OF DUKE PELTIER
AFFIRMED FEBRUARY 14, 2024**

NAHWEGAHBOW, CORBIERE
Genoodmagejig/Barristers & Solicitors
5884 Rama Road, Suite 109, Rama, ON L3V 6H6

David C. Nahwegahbow (LSO #22473L)
Dianne G. Corbiere (LSO #401720)
Chris E.J Albinati (LSO #69032C)
Daniel G. McCoy (LSO #77406Q)

Tel: (705) 325-0520 / Fax: (705) 325-7204
E: dndaystar@nncfirm.ca
E: dgcorgiere@nncfirm.ca
E: calbinati@nncfirm.ca
E: dmccoy@nncfirm.ca

ARVAY FINLAY LLP
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AND

Canada et al.

Court File Nos: C-3512-14 & C-3512-14A

ONTARIO
SUPERIOR COURT OF JUSTICE
(Proceeding commenced at Sudbury)

**MOTION RECORD OF THE PLAINTIFFS
RE PARTIAL JUDGMENT
PURSUANT TO THE SETTLEMENT AGREEMENT**

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