

Carcross Tagish First Nation

Carcross/Tagish First Nation Dáanaa Jili (Cache) Deed Of Settlement

THIS DEED OF SETTLEMENT made at the Settlement of Carcross, in the Yukon Territory, effective the 151 of April 2006, by the Carcross/Tagish First Nation (the "Settlor");

WHEREAS the Carcross/Tagish First Nation government has duties and responsibilities to its citizens, including the stewardship of their land and resources for current and future generations;

AND WHEREAS the Settlor desires to establish a trust that is referred to herein as the Dáanaa Jili (Cache) to be known as "The Carcross/Tagish First Nation Dáanaa Jili (Cache)" as herein provided (also referred to herein as the "Dáanaa Jili (Cache)") for the purpose of ensuring the prudent management of the Carcross/Tagish First Nation compensation assets and other Dáanaa Jili (Cache) property, to provide independent and prudent administration, investment and custody thereof, consistent with the duties and responsibilities of the Carcross/Tagish First Nation government, and to better ensure economic support for all future generations;

AND WHEREAS the Carcross/Tagish First Nation, in its capacity as a body politic, has enacted the Dáanaa Jili (Cache) Act for the purpose of authorizing the settlement of the Carcross/Tagish First Nation Dáanaa Jili (Cache);

AND WHEREAS the Carcross/Tagish First Nation government has transferred to the Trustees the property set forth herein to be held by them upon the trusts and with and subject to the duties, powers and provisions herein declared and contained;

AND WHEREAS the Trustees have agreed to act as Trustees under the Dáanaa Jili (Cache) and to accept and hold the Dáanaa Jili (Cache) Property (as herein defined) upon the trusts, terms and conditions hereinafter declared and provided;

NOW THEREFORE THIS INDENTURE WITNESSETH THAT the Settlor hereby transfers the sum of twenty-five hundred (\$2,500.00) dollars, as evidenced by a cheque payable to the Trustees, a copy of which is attached hereto (Schedule "A"). Such property, and property and assets subsequently contributed to the Dáanaa Jili (Cache) by the Settlor, shall be held in Dáanaa Jili (Cache) and administered in accordance with the provisions of this Deed of Settlement. The Settlor and the Trustees hereby covenant with each other as follows:

INTERPRETATION

1. In this Deed of Settlement, including the recitals hereto, and in any instrument supplemental or ancillary hereto, unless the context otherwise requires:

"Act" means the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.), as subsequently amended from time to time;

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"Adeli (Cache Watchman)" means the Person appointed as the Adeli (Cache Watchman)) pursuant to this Deed of Settlement;

"Assembly" means that governing body of the Carcross/Tagish First Nation government which has, and may exercise, the legal capacity and the rights, powers and privileges of the Carcross/Tagish First Nation government as a legal entity, the constitution and powers of which are outlined in sections 9 and 10, respectively, of the Constitution, as amended from time to time;

"Assets" includes any cash, securities or debt obligations, any estate in real property, personal property of any kind, and any right thereto or interest therein, which forms a part of the Dáanaa Jili (Cache) Property or of the Income earned by the Dáanaa Jili (Cache) and, for greater certainty, shall include any business pursuit or economic activity carried on by the Dáanaa Jili (Cache) together with property of any kind forming a part thereof;

"Beneficiary" means the Carcross/Tagish First Nation government and, in their representative capacity, the Trustees of any new Dáanaa Jili (Cache) that is added as a Beneficiary pursuant to the provisions of clause 11(b) hereof;

"Carcross/Tagish First Nation government" means the body politic that was formed under the Self-Government Agreement among Her Majesty the Queen in Right of Canada, the Carcross/Tagish First Nation people and the Government of Yukon;

"Citizen" means an individual who is a Citizen under the Constitution;

"Constitution" means the constitution of the Carcross/Tagish First Nation government that is in effect on the date this Deed of Settlement is made, as amended from time to time;

"Council" means the executive branch of the Carcross/Tagish First Nation government, as defined in the Constitution, the constitution and powers of which are outlined in sections 11 and 12, respectively, of the Constitution, as amended from time to time;

"Dáanaa Jili (Cache)" means the trust created under this Deed of Settlement;

"Dáanaa Jili (Cache) Act" means the Dáanaa Jili (Cache) Act as enacted by the Carcross/Tagish First Nation government in its efforts to better ensure that, inter alia, its investment assets are managed and administered in a prudent manner;

"Dáanaa Jili (Cache) Property" means the property described in clause 6 of this Deed of Settlement and all other Assets which may at any time be substituted therefor and all other Assets which now or at any time during the continuance of the Dáanaa Jili (Cache) may be assigned, transferred, acquired by or appointed to the Trustees by the Settlor to be held upon the trusts hereof, together with all capital accretions to such Assets and received but undistributed Income earned by the Dáanaa Jili (Cache) but excluding all amounts which have been paid or disbursed therefrom (whether out of capital or Income earned by the Dáanaa Jili (Cache)) in the normal course of administration of, or pursuant to, this Deed of Settlement.

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"Division Date" shall mean the earliest of:

- (a) the day that is immediately prior to the day upon which any applicable rule against perpetuities would render the Dáanaa Jili (Cache) void; and
- (b) such earlier date as the Trustees shall unanimously determine;

"Final Agreement" means the Carcross/Tagish First Nation Final Agreement among Her Majesty the Queen in Right of Canada, the Carcross/Tagish First Nation, and the Government of Yukon, INITIALED October 30, 2003, as amended from time to time, brought into force and given effect by virtue of the Yukon First Nations Land Claims Settlement Act, S.C. 1994, c.34 and an Act Approving Yukon Land Claim Final Agreements, R.S.Y. 2002, c.240;

"Income" for any Taxation Year of the Dáanaa Jili (Cache) shall be the income of the Dáanaa Jili (Cache) for such year computed in accordance with the provisions of the Act (other than subsection 104(6) thereof and before the application of subsection 75(2)) regarding the calculation of income for the purposes of determining the "taxable income" of the Dáanaa Jili (Cache); and shall, for greater certainty include taxable capital gains, net of allowable capital losses, and any notional or deemed amounts required to be included in computing the taxable income of the Dáanaa Jili (Cache), but shall exclude capital dividends and the non-taxable portion of capital gains;

"Justice Council" means the Justice Council of Carcross/Tagish First Nation government as defined in the Constitution.

"Person" means and includes any individual, corporation, company, partnership, firm, association, organization, foundation, trust, estate, government or governmental authority of any jurisdiction whatsoever (whether federal, provincial, state or municipal), including a First Nation, of which the Carcross/Tagish First Nation government is one;

"Primary Income" in respect of a particular Taxation Year of the Dáanaa Jili (Cache) means such part of the Income for a Taxation Year of the Dáanaa Jili (Cache) which arises from property received by the Dáanaa Jili (Cache) from the Settlor, including the \$2500 received to initially settle the Dáanaa Jili (Cache), or from property substituted through one or more substitutions for that property, which is attributed to the Beneficiary by the application of subsection 75(2) of the Act, or any other provision thereof such that the Income so attributed is deemed to be the Income of the Beneficiary and not the Income of the Dáanaa Jili (Cache) for purposes of the Act;

"Qualified Person" means an individual who is qualified to be appointed as a trustee under this Deed of Settlement, the prerequisite requirements for which are set out in the definition of "Qualified Person" in section 1 of the Dáanaa Jili (Cache) Act.

"Secondary Income" in respect of a particular Taxation Year of the Dáanaa Jili (Cache) means Income for a Taxation Year of the Dáanaa Jili (Cache) other than Primary Income for that Taxation Year of the Dáanaa Jili (Cache);

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"Self-Government Agreement" means the Carcross/Tagish First Nation Self-Government Agreement among Her Majesty the Queen in Right of Canada, the Carcross/Tagish First Nation, and the Government of Yukon, INITIALED October 30, 2003, as amended from time to time, brought into force and given effect by virtue of the Yukon First Nations Land Claims Settlement Act, S.C. 1994, c.34, the Yukon First Nations Self-Government Act, S.C. 1994, c.35 and an Act Approving Yukon Land Claim Final Agreements, R.S.Y. 2002, c.240;

"Settlement Land" means settlement land of the Carcross/Tagish First Nation government under the Final Agreement, the Yukon First Nations Land Claims Settlement Act, S.C. 1994, c.34 and an Act Approving Yukon Land Claim Final Agreements, R.S.Y. 2002, c.240;

"Settlor" means the Carcross/Tagish First Nation government;

"Taxation Year of the Dáanaa Jili (Cache)" means a calendar year, unless the fiscal period in respect of which the Dáanaa Jili (Cache) is required annually to compute its income for Canadian federal income tax purposes changes, in which event the new fiscal period shall become the Taxation Year of the Dáanaa Jili (Cache); and

"Trustee" means an individual who is a Qualified Person who has been appointed and is acting as a trustee from time to time under this Deed of Settlement and Trustees means more than one Trustee.

2. The insertion of headings is for convenience only and shall not affect the construction or interpretation of this Deed of Settlement, and, unless otherwise noted, "clause", shall be interpreted as a reference to a clause hereof.
3. Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
4. All dollar amounts referred to herein are expressed in Canadian funds.
5. Accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in Canada.

SETTLED PROPERTY

6. The Settlor hereby gives and transfers to, and settles upon, the Trustees the sum of twenty-five hundred (\$2,500.00) dollars, as evidenced by a cheque payable to the Trustees, a copy of which is attached hereto as Schedule A, to be held by the Trustees upon and subject to the trusts, terms and conditions hereof. The Trustees hereby acknowledge the receipt from the Settlor of such amount to be held upon and subject to the trusts, terms and conditions hereof.
7. Provided a majority of the Trustees concur, the Settlor may from time to time add to the Dáanaa Jili (Cache) Property.

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THE DÁANAA JILI (CACHE)

8. The Dáanaa Jili (Cache) shall be formally known as "The Carcross/Tagish First Nation Dáanaa Jili (Cache)".

9. The Carcross/Tagish First Nation has duties and responsibilities to its Citizens. The purpose of the Dáanaa Jili (Cache) shall be to provide protection from the inadvertent application of tax to the Carcross/Tagish First Nation compensation assets, to ensure the prudent management of the Dáanaa Jili (Cache) Property and to provide independent administration, investment and custody thereof, consistent with the duties and responsibilities of the Carcross/Tagish First Nation government.

10. The Beneficiary shall be divested of its interest in this Dáanaa Jili (Cache) if:

- (a) it becomes insolvent or bankrupt; or
- (b) it alienates, transfers, assigns, encumbers, hypothecates or pledges its interest in the Dáanaa Jili (Cache)

whereupon no Dáanaa Jili (Cache) Property shall be payable to the Beneficiary. The interest of any Person claiming to be a successor to the interest of the Beneficiary hereunder by virtue of any of the events referred to in paragraph (a) or (b) hereof shall cease and determine upon recognition, if any, by the Trustees, of such successor's claims to Dáanaa Jili (Cache) Property.

11. Upon the earlier of the events referred in clause 10(a) and (b) hereof, the Adeli (Cache Watchman) shall thereupon have the right to:

- (a) exercise a power of appointment hereby conferred upon the Adeli (Cache Watchman) over the Dáanaa Jili (Cache) Property, enabling him to resettle part or all of the Dáanaa Jili (Cache) Property then remaining upon one or more trusts, with such terms and conditions as, in his absolute discretion, he considers appropriate to advance the interests of the Beneficiary; and
- (b) instruct the Trustees to distribute part or all of the Dáanaa Jili (Cache) Property then remaining to the Trustees, in their representative capacity, of one or more trusts designated by the Adeli (Cache Watchman), which shall thereupon become a Beneficiary or Beneficiaries of the Dáanaa Jili (Cache), with objects and purposes and containing such terms and conditions, all as the Adeli (Cache Watchman), in his absolute discretion, considers appropriate in order to advance the interests of the Beneficiary.

12. The Beneficiary also shall be divested of its interest in this Dáanaa Jili (Cache) if there is a determination at a meeting of Council, after the matter has been approved by a vote of 75% of the members of the Assembly, that the Dáanaa Jili (Cache) objects and purposes may be better fulfilled by other dedication of the Dáanaa Jili (Cache) Property through other means. The Adeli (Cache Watchman) shall thereupon have the rights referred to in clause 11 hereof and the Adeli (Cache Watchman), after the matter has been approved by a vote of 75% of the members of the Assembly, if the Adeli (Cache Watchman) does not then comprise the Assembly, shall also be empowered to instruct

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the Trustees to distribute part or all of the Dáanaa Jili (Cache) Property to the Beneficiary in total or partial satisfaction of its capital interest in the Dáanaa Jili (Cache).

13. In no case shall the Beneficiary have the right to alienate, transfer, assign, encumber or hypothecate its interest in the Dáanaa Jili (Cache), nor shall any such interest of the Beneficiary be subject to claims of creditors or liable to attachment, execution or other process of law; nor shall the Income earned by the Dáanaa Jili (Cache) while under administration by the Trustees or the Dáanaa Jili (Cache) Property be pledged, assigned, transferred, sold or in any manner whatever accelerated, anticipated, encumbered by the Beneficiary, or be subject to claims of creditors, or be liable to attachment, execution or other process of law, whether voluntary or involuntary.

DÁANAA JILI (CACHE) DISTRIBUTIONS

14. Income shall be finally determined for each Taxation Year of the Dáanaa Jili (Cache) not later than sixty (60) days thereafter. The Income shall be allocated to Primary Income and Secondary Income, as appropriate.
15. From time to time the Beneficiary shall notify the Trustees in writing of its cash requirements. For greater certainty, that notification shall occur at least once every Taxation Year of the Dáanaa Jili (Cache). That written notification shall include details of the Beneficiary's program spending requirements and related budget needs for the next fiscal period. The Trustees shall take such written notices and the objectives of the Dáanaa Jili (Cache) as outlined in the Dáanaa Jili (Cache) Act into consideration in the course of determining how much Primary Income and capital should be distributed. Further, in determining the amount of capital that should be distributed from the Dáanaa Jili (Cache), the Trustees should take into account the capital gains in excess of the capital losses (whether realized or unrealized) of the Dáanaa Jili (Cache), determined on a four-year rolling average basis (with appropriate adjustments for inflation, population growth and program requirements).
16. All of the Secondary Income for a Taxation Year of the Dáanaa Jili (Cache) shall be payable to the Beneficiary on the last day of that year, unless the Trustees pass a unanimous resolution to the contrary.
17. Until the Division Date, at any time prior to the end of a fiscal year of the Dáanaa Jili (Cache), the Trustees may pay or apply up to 75% of the Primary Income, which the Trustees estimate has accrued or been earned to that date, to, or for the benefit of, the Beneficiary in such manner and for such purposes as the Trustees in their absolute discretion consider appropriate and in the best interests of the Beneficiary. Should it be determined that amounts distributed as Primary Income during the Taxation Year of the Dáanaa Jili (Cache) exceed the actual amount of Primary Income for that Taxation Year of the Dáanaa Jili (Cache), such excess shall be considered to be a distribution of capital of the Dáanaa Jili (Cache) Property. The only exception to the 75% limitation noted above is where
 - (a) the Adeli (Cache Watchman), on the written opinion of tax counsel as to the anticipated tax effect of these actions, issues a written resolution permitting the 75% limitation to be exceeded; or

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- (b) the Trustees have received instructions to distribute in excess of 75% of the Primary Income earned by the Dáanaa Jili (Cache) as a result of the application of clause 11 or 12 hereof.

During the first three Taxation Years of the Dáanaa Jili (Cache), any decision regarding the distribution of Primary Income earned by the Dáanaa Jili (Cache) must be made by the Trustees, provided the Adeli (Cache Watchman) has been given prior notice of the decision. If the Adeli (Cache Watchman) objects, then the Trustees are permitted to distribute the Primary Income only if they pass a unanimous resolution authorizing that action. The decisions by the Adeli (Cache Watchman) in these circumstances shall be determined by a majority vote if the Adeli (Cache Watchman) is comprised of more than one person. Primary Income and any other amounts constituting Income not distributed within ninety (90) days of the end of the Taxation Year of the Dáanaa Jili (Cache) shall be added to the capital of the Cache Property.

- 18. Until the Division Date, the Trustees may, in respect of any five-year period, pay or apply no more than an aggregate of 2.5% of the capital of the Dáanaa Jili (Cache) Property to, or for the benefit of, the Beneficiary in such manner and for such purposes as the Trustees in their absolute discretion consider appropriate and in the best interests of the Beneficiary. The only exception to the foregoing 2.5% limitation is where
 - (a) the Adeli (Cache Watchman), on the written opinion of tax counsel as to the anticipated tax effect of these actions, issues a written resolution permitting the 2.5% limitation to be exceeded; or
 - (b) the Trustees have received instructions to distribute in excess of 2.5% of the capital as a result of the application of clause 11 or 12 hereof.

During the first three Taxation Years of the Dáanaa Jili (Cache), any decision regarding the distribution of capital must be made by the Trustees, provided the Adeli (Cache Watchman) has been given prior written notice of the decision. If the Adeli (Cache Watchman) objects, then the Trustees are permitted to distribute the capital only if they pass a unanimous resolution authorizing that action. The decisions by the Adeli (Cache Watchman) in these circumstances shall be determined by a majority vote if the Adeli (Cache Watchman) is comprised of more than one Person.

- 19. Upon the Division Date, unless the Adeli (Cache Watchman) shall have exercised the powers conferred upon it pursuant to clause 11 or 12 of this Deed of Settlement, the Trustees shall pay or transfer the Dáanaa Jili (Cache) Property then remaining to the Beneficiary.
- 20. All distributions from the Dáanaa Jili (Cache) to the Beneficiary, whether on account of Income or capital, are, and shall, except to the extent that they are or are derived from other sources, be deemed to be proceeds from, and funded by, investments of the financial compensation paid under Chapter 19 of the Final Agreement.

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TRUSTEES POWERS

21. The Trustees are hereby empowered to do any act or thing in the management and investment of the Dáanaa Jili (Cache) that in their judgment is wise and proper and in the best interests of the Dáanaa Jili (Cache) and to the same extent as though they personally and beneficially owned the Dáanaa Jili (Cache) Property. Without restricting the generality of the foregoing and only for the purposes of greater certainty, the Trustees shall establish an investment policy approved by the Adeli (Cache Watchman) and the Beneficiary that will guide the Trustees and the investment advisors on how the capital of the Dáanaa Jili (Cache) should be invested and, in addition, are hereby authorized from time to time in their uncontrolled discretion:
- (a) subject to the investment policy in effect at the particular time and the delegation of the investment activities to managers (the activities of which will be monitored on a regular basis by the Trustees), to invest any money or property comprising part of the Dáanaa Jili (Cache) Property in any investments that the Trustees consider advisable, notwithstanding that such investments may not be investments authorized by law for Trustees, and to hold such investments in the name of the Dáanaa Jili (Cache), including, without limiting the generality of the foregoing, the power and authority for such purposes:
 - (i) to acquire shares in any corporation (such shares being limited to shares in any public corporation during the first ten years that the Dáanaa Jili (Cache) is in existence, unless otherwise approved by the Adeli (Cache Watchman), after consultation with the Assembly, and then, after the tenth anniversary of the existence of the Dáanaa Jili (Cache), to shares in any corporation, public or private), on such terms and conditions as may be specified by the Trustees with the power to hold or otherwise deal with such acquired shares as the Trustees see fit;
 - (ii) to exercise all rights incidental to the ownership of stocks, shares, bonds and other securities, and any other investments and property held as part of the Dáanaa Jili (Cache) Property, including to vote all stocks, shares and other securities and issue proxies to others, to act as a director (or appoint an individual to act as a director) of any corporation whose stock, shares, bonds or other securities at any time form part of the Dáanaa Jili (Cache) Property; to sell or exercise any subscription rights and, in connection with the exercise of such subscription rights, to use Dáanaa Jili (Cache) moneys or Dáanaa Jili (Cache) Property for such purpose; to consent to and join in any plan, reorganization, readjustment, merger, amalgamation or consolidation with respect to any corporation whose stock, shares, bonds or other securities at any time form part of the Dáanaa Jili (Cache) Property; and to authorize the sale of the undertaking or assets or any portion of the assets of any such corporation;
 - (iii) to waive or agree to waive, in whole or part, unpaid accrued interest or accumulated dividends of any investment that may be held by the Dáanaa Jili (Cache) at any time, or to release any Person from any obligation to the Dáanaa Jili (Cache) with or without compensation therefor;

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- (iv) to exercise all rights incidental to the ownership of any other property not referred to above (including real property), including the ability to receive by way of gift, bequest or purchase or to otherwise acquire, or to sell, transfer, assign, exchange, convey, mortgage or otherwise dispose of, any of the Dáanaa Jili (Cache) Property in any manner the Trustees deem proper and at such price, upon such terms and for such consideration as the Trustees deem suitable and to give any option with respect to any of the Dáanaa Jili (Cache) Property, with power to execute and deliver all deeds or other instruments as may be necessary or desirable to make good and sufficient title to any such Dáanaa Jili (Cache) Property;
- (v) upon such terms and subject to such conditions as the Trustees see fit,
 - A. to borrow money on the credit of the Dáanaa Jili (Cache), and to repay an amount so borrowed;
 - B. to issue, release, sell or pledge debt obligations of the Dáanaa Jili (Cache); and
 - C. to mortgage, hypothecate, pledge or otherwise charge or create a security interest in all or any part of the Dáanaa Jili (Cache) Property to secure any obligation of the Dáanaa Jili (Cache);

provided that at no time shall the aggregate principal amount of such borrowings, debt obligations and mortgages or pledges exceed 5% of the total book value of the Dáanaa Jili (Cache) Property;
- (vi) to incorporate any corporation or constitute any other entity under the laws of any jurisdiction;
- (vii) to institute, prosecute and defend any suit, action, arbitration proceeding or other proceeding affecting the Trustees or the Dáanaa Jili (Cache) and to pay the fees, costs and expenses thereof out of the Dáanaa Jili (Cache); to compromise or compound any debt owing to the Dáanaa Jili (Cache); to compromise, settle or submit to arbitration any claim of or against the Trustees or the Dáanaa Jili (Cache) upon such evidence or opinion as the Trustees shall deem sufficient;
- (viii) to set aside and apart two or more separate funds for the benefit of the Beneficiary, provided that, notwithstanding anything herein contained, where it is directed under any provision hereof or where it is otherwise the duty of the Trustees to divide the Dáanaa Jili (Cache) or any part thereof into shares or parts or to set apart or keep set apart or invested any share or part of the Dáanaa Jili (Cache), the Trustees shall not be required to set up a separate capital fund or to set apart securities therefor unless and until the Trustees deem it advisable to do so, and provided that all shares or parts of the Dáanaa Jili (Cache) that the Trustees have seen fit to divide into shares or parts but for which the Trustees have not seen fit to set up a separate capital fund or set apart securities may be held in a

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single capital fund, and further provided that the Trustees shall treat the proper undivided shares of such single capital fund as being from time to time the share or part to which or to the benefit of which the Beneficiary is entitled; and

- (ix) to determine in all cases of doubt whether moneys coming into the Trustees' hands for the benefit of the Dáanaa Jili (Cache) are capital or income.

- (b) In any Taxation Year of the Dáanaa Jili (Cache) in which the Dáanaa Jili (Cache) realizes a capital gain on the disposition or deemed disposition of any Assets held as part of the Dáanaa Jili (Cache) Property, the Trustees may allocate the taxable portion of such gain to an account in respect of the Dáanaa Jili (Cache) or in respect of any share of the Dáanaa Jili (Cache) to be known as the "taxable capital gain account" and allocate the non-taxable portion of such gain to the capital of the Dáanaa Jili (Cache) or to any share thereof. Any payment of capital to or for the benefit of the Beneficiary of the Dáanaa Jili (Cache) or share thereof made in that Taxation Year of the Dáanaa Jili (Cache) may be charged by the Trustees either to the taxable capital gain account or to the capital of the Dáanaa Jili (Cache) or share, or part to one source and part to the other. At the end of ninety (90) days following that Taxation Year of the Dáanaa Jili (Cache), the amount then remaining in the taxable capital gain account shall be added to the capital of the Dáanaa Jili (Cache) or shares thereof and thereafter dealt with as part thereof.

DÁANA A JILI (CACHE) ADMINISTRATION

- 22. All records relating to the Dáanaa Jili (Cache) shall be kept on Settlement Land as the Trustees shall determine from time to time by resolution in writing.

- 23. Assets from time to time constituting the Dáanaa Jili (Cache) Property shall be held by, and registered in the name of, the Dáanaa Jili (Cache) or, provided an appropriate Dáanaa Jili (Cache) declaration has been executed, in the name of its nominee or nominees.

- 24. The Trustees may make any determinations, designations or elections pursuant to any provision of the Act or of the Excise Tax Act, R.S.C. 1985, c. E-15, as amended, enabling them to do so, as they deem to be in the best interests of the Beneficiary. Further, the Trustees may make any determinations, designations or elections provided for in any other governing legislation should they determine that it is prudent to do so.

- 25. Notwithstanding any other provision of this Deed of Settlement, the Trustees may appoint any bank, treasury branch or trust company as banker for the purposes of the Dáanaa Jili (Cache). The Trustees shall, by a written resolution of the Trustees, appoint the Persons permitted to make deposits to, and withdrawals from, the bank accounts of the Dáanaa Jili (Cache), including the use of custodians. In all cases, the Trustees will ensure that appropriate internal controls are in place.

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26. The Trustees shall appoint, on such terms and conditions and with such remuneration as the Trustees shall consider appropriate, one or more Persons who are members of the Certified General Accountants Association or the Canadian Institute of Chartered Accountants to audit, on an annual basis, the financial records of the Dáanaa Jili (Cache). The Trustees may remove and replace the auditors at any time by a unanimous resolution of the Trustees.
27. The Trustees shall provide copies of the audited financial statements to the Council no later than six months following each Taxation Year of the Dáanaa Jili (Cache), publish publicly the statements and present the statements to the Assembly.

TRUSTEES

28. At all times there shall be at least three (3) Trustees. ***Amended on October 29, 2011.***
29. The Adeli (Cache Watchman) will strive to ensure that a majority of Trustees are at all times resident on Settlement Land.
30. For only the initial appointment of Trustees, one Trustee shall be appointed for a term of three years, two Trustees shall be appointed for a term of four years and two Trustees shall be appointed for a term of five years. Following the initial appointments, each Trustee shall be appointed for a term of five years.
31. The Adeli (Cache Watchman) shall be empowered to remove and appoint Trustees as required in order to ensure compliance with the provisions herein. For greater certainty, a former Trustee may be appointed to the office of Trustee by the Adeli (Cache Watchman). ***Amended on October 29, 2011.***
32. Except as otherwise required herein, the Trustees may act either by resolution passed by a majority of the Trustees at a meeting or by an instrument in writing signed by all of the Trustees.
33. Every deed or instrument of any nature or description authorized by a majority of the Trustees and executed by two of the Trustees, or by a written resolution executed by all of the Trustees for the time being in office, shall be valid, effectual and binding, provided all of the Trustees had notice of the intended decision or action.

MEETINGS OF TRUSTEES

34. A meeting of the Trustees shall be held from time to time at such time as is convenient to the Trustees, notwithstanding that all Trustees are not able to attend such meeting, provided that a meeting of the Trustees shall be held at least once every calendar quarter and all Trustees shall meet in person at least twice every calendar year.
35. Meetings of the Trustees shall be held at a location situated on Settlement Land whenever possible and, in any event, no less than one-half of the meetings of the Trustees in any calendar year shall be so held.

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36. Notice of a meeting of Trustees may be given by any two Trustees. Ten (10) days written notice of the time and place of a meeting of Trustees shall be given to all Trustees and such notice shall include a statement of the general nature of the matters to be considered; provided always that notice of a meeting need not be given if all of the Trustees are present at a particular meeting and notice is waived in writing by all of the Trustees in respect of that meeting.
37. A quorum for the transaction of business at any meeting of the Trustees shall be three of the Trustees holding office.
38. Except as otherwise provided for herein, all matters requiring action or a decision by the Trustees shall be decided by a majority of the Trustees for the time being in office, provided all Trustees in office had notice of the intended decision or action.
39. If there is at any time less than three (3) Trustees for the time being in office, a decision of the Dáanaa Jili (Cache) requiring Trustee approval shall be held in abeyance until any vacancy is filled by the Adeli (Cache Watchman) in accordance with this Deed of Settlement. In the interim, the remaining Trustees shall take such steps as are reasonably necessary to preserve and protect the Dáanaa Jili (Cache) Property.
Amended on October 29, 2011.
40. The Trustees otherwise may adopt any rules and regulations which they may from time to time deem proper to govern their own proceedings.

COMPENSATION OF THE TRUSTEES

41. The Trustees may charge and be paid out of the Income, or, in the absence or insufficiency of Income, out of the capital of the Dáanaa Jili (Cache) Property, such fees or other charges as are reasonable in the circumstances, agreed to by the Trustees and approved by the Adeli (Cache Watchman), for all work or business done and time expended by the Trustees in connection with the administration of the trusts herein contained.
42. A Trustee who is engaged in a profession or business and who, or whose firm, renders services in relation to the administration of the Dáanaa Jili (Cache) that any Trustee hereunder might reasonably require to be provided by a professional or commercial service provider, may be paid, in the same manner as if he or she were not a Trustee, all usual and reasonable fees and other charges and disbursements incurred for all work and business done and all time spent by the Trustee, his or her firm and any partner or employee of the Trustee in connection with the provision of those services. All such fees shall be approved by the Adeli (Cache Watchman).

LIABILITY OF TRUSTEES

43. No Trustee shall be held liable for any loss or damage occurring as a result of such Trustee concurring or refusing or failing to concur in an exercise of any discretion or power.

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44. No Trustee shall be liable for any error of judgment or mistake of law or other mistake or for anything save the willful neglect or default of such Trustee or the willful misconduct of such Trustee or willful breach of the terms of this Deed of Settlement by such Trustee. Except for the three willful events referred to in this clause, each Trustee shall be indemnified and held harmless against any claims or losses arising in connection with this Deed of Settlement or any part thereof.
45. If a Trustee is engaged in a profession, he or she will not, in his or her capacity as a Trustee, be held to a higher degree of care than any other Trustee (who is not engaged in a profession) in the exercise of his or her duties as a Trustee, provided, however, that nothing here shall operate to limit the Trustee's liability for professional negligence.
46. No Trustee shall be required to give any bond or security for the due and faithful administration of this Deed of Settlement or for the discharge of the terms of this Deed of Settlement.
47. The Dáanaa Jili (Cache) shall obtain and maintain in good standing errors and omissions insurance for each Trustee and for the Adeli (Cache Watchman).

RESIGNATION, REMOVAL AND REPLACEMENT OF TRUSTEES

48. A Trustee shall be deemed to have resigned and ceased to be a Trustee if he or she:
 - (a) commits any indictable offence or any other offence involving theft, fraud or an offence set out in the regulations of the Dáanaa Jili (Cache) Act;
 - (b) becomes bankrupt or insolvent within the meaning of the Bankruptcy and Insolvency Act (Canada);
 - (c) fails to satisfy any other condition established by the Council, Assembly or the Adeli (Cache Watchman);
 - (d) becomes a member of the Council, Assembly or Justice Council;
 - (e) becomes a director or officer of the economic development corporation of the Carcross!Tagish First Nation government (unless the shares of that corporation are held by the Dáanaa Jili (Cache)); or
 - (f) becomes incapable of carrying out his or her duties and responsibilities as a trustee.
49. A Trustee shall be entitled to resign upon giving notice in writing to the Council, the Assembly, and all of the other Trustees, which written notice shall be given at least thirty (30) days prior to the day the resignation is to take effect, unless a shorter notice period is agreed to in writing between the Adeli (Cache Watchman) and the Trustee who is resigning.

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50. Subject to clause 56 of this Deed of Settlement, the Adeli (Cache Watchman) shall be entitled to terminate the appointment of the Trustee. Any such termination shall be effective 30 days after the said Trustee receives written notice of the termination, unless a shorter notice period is agreed to in writing between the Adeli (Cache Watchman) and the Trustee being terminated.
51. The Adeli (Cache Watchman) shall appoint one or more replacement or substitute Trustees as are required to ensure that the number of Trustees acting hereunder is not less than three (3). If the Adeli (Cache Watchman) cannot, or does not, act to appoint Trustees as required by this clause, Council or the Assembly may apply to the court of competent jurisdiction to effect such appointments. **Amended on October 29, 2011.**
52. Except where a new Trustee is appointed by a court of competent jurisdiction, an appointment of a new Trustee shall not be valid or effective until:
- (a) consented to in writing by the new Trustee; and
 - (b) a copy of such appointment is mailed or sent by prepaid registered mail or delivered personally to the new Trustee or Trustees so appointed and to each incumbent Trustee.
53. Every individual, on being appointed as a Trustee hereunder, shall, before as well as after the Dáanaa Jili (Cache) Property becomes by law or by assurance or otherwise vested in the Trustee, have the same powers, authorities and discretions, and may in all respects act as if he or she had been originally appointed a Trustee by this Deed of Settlement.

THE ADELI (CACHE WATCHMAN)

54. The first Adeli (Cache Watchman) shall be Daryn R. Leas. The Adeli (Cache Watchman) from time to time shall remain in office until the earlier of the expiration of the term specified by the Assembly or any of the following occurrences:
- (a) the Beneficiary becomes bankrupt or insolvent, in which case and at which time the Assembly will displace that Adeli (Cache Watchman) and immediately constitute and become the Adeli (Cache Watchman) until such time as a majority of the members of the Assembly appoint a replacement Adeli (Cache Watchman), if ever;
 - (b) the Adeli (Cache Watchman) becomes bankrupt or insolvent, in which case and at which time the Assembly will displace that Adeli (Cache Watchman) and immediately constitute and become the Adeli (Cache Watchman) until such time as a majority of the members of the Assembly appoints a replacement Adeli (Cache Watchman), if ever;
 - (c) 75% of the members of the Assembly vote to remove that Adeli (Cache Watchman) and designate a replacement, except that this clause shall not apply until after the tenth anniversary of the settlement of the Dáanaa Jili (Cache);
 - (d) a court of competent jurisdiction removes that Adeli (Cache Watchman) concurrent with the appointment of a replacement Adeli (Cache Watchman);

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- (e) the Adeli (Cache Watchman) becomes a director or officer of the economic development corporation of the Carcross!Tagish First Nation government (unless the shares of that corporation are held by the Dáanaa Jili (Cache));
 - (f) that Adeli (Cache Watchman) becomes incapable of carrying out the duties and responsibilities imposed thereon under this Deed of Settlement; or
 - (g) the day a resignation of that Adeli (Cache Watchman) takes effect, in which circumstance the Adeli (Cache Watchman) may name a successor Adeli (Cache Watchman) whose appointment will become effective on approval by the Assembly, provided that any Adeli (Cache Watchman) (other than the first Adeli (Cache Watchman)) may be removed from office by an affirmative vote of 75% of the Citizens at an assembly, who shall thereupon also designate a replacement Adeli (Cache Watchman) and further provided that, in the event the Adeli (Cache Watchman) office is vacant for any other reason, the Assembly shall be the interim Adeli (Cache Watchman) until, if ever, a court of competent jurisdiction appoints a new successor Adeli (Cache Watchman).
55. The Adeli (Cache Watchman) may from time to time by written notice to the Trustees declare that any act by the Trustees requiring the approval of the Adeli (Cache Watchman) shall not require such approval and such notice shall be effective for as long as such notice remains unrevoked by the Adeli (Cache Watchman).
56. The Adeli (Cache Watchman) may, upon delivery of thirty (30) days written notice to the Trustees and Council personally delivered:
- (a) remove any Trustee (subject to the condition precedent that if the Adeli (Cache Watchman) terminates more than one Trustee in any four-year period, the second and any subsequent termination within any such four-year period shall be approved by a vote of 75% of the members of the Assembly) and appoint a replacement Trustee;
 - (b) fill any vacancy among the Trustees;
 - (c) increase the number of Trustees and appoint additional Trustees; and
 - (d) decrease the number of Trustees to a number not less than three. **Amended on October 29, 2011.**

GOVERNING LAW

57. This Deed of Settlement shall be construed, governed and enforced in accordance with the laws of the Carcross/Tagish First Nation government and the Yukon Territory, Canada, which, together with the laws of Canada having general application in the Yukon Territory, shall be considered to be the proper law of the Dáanaa Jili (Cache) for all purposes.

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AMENDMENT

58. The trusts established pursuant to this Deed of Settlement are irrevocable, provided that the Trustees may, from time to time by unanimous resolution, with the written consent of the Adeli (Cache Watchman), after consultation with the Assembly (unless the Adeli (Cache Watchman) is the Assembly, in which case no consultation is necessary) and subject always to the condition precedent that any such amendment be accompanied by a written opinion of tax counsel, amend, delete or add terms or provisions to this Deed of Settlement, provided that no such amendment, deletion or addition shall be made by the Trustees which:
- (a) subject to the operation of clauses 11 and 12 hereof, would change the Beneficiary hereunder;
 - (b) subject to the operation of clauses 11 and 12 hereof, would result in any part of the Dáanaa Jili (Cache) Property or Income being paid or payable to a Person other than the Beneficiary;
 - (c) would be inconsistent with the purposes for which the Dáanaa Jili (Cache) was formed, as stated in clause 9 of this Deed of Settlement; or
 - (d) would be inconsistent with the Dáanaa Jili (Cache) Act.

COUNTERPARTS

59. This Deed of Settlement may be signed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Notwithstanding the date of the signing and delivery of any of such separate counterparts, their date of signing and delivery shall be deemed to be the date first above written.

FACSIMILE TRANSMISSION

60. Facsimile transmission during normal business hours, and after verification of the correct facsimile telephone number, of an originally executed copy of this Deed of Settlement shall be the same as delivery of any original. At the request of either party, the parties will confirm facsimile transmission signatures by executing and delivering an original document to each other party.

ACCEPTANCE OF DÁANAA JILI (CACHE)

61. The Trustees, by joining in the execution of this Deed of Settlement, signify their acceptance of this Dáanaa Jili (Cache) and the duties, powers, obligations and terms and conditions herein declared, provided and contained.

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IN WITNESS WHEREOF the parties hereto have executed these presents as of the date first above written.

SIGNED, SEALED AND DELIVERED in Carcross on the 31 day of March, 2006 in the presence of:

Carcross/Tagish First Nation

Per: _____
Eileen Wally,
Executive Council
Ishkaahittan

Per: _____
Mark Wedge
Khà Shâde Heni
Deisheetaan

Per: _____
Darla Jean Lindstrom
Executive Council
Daklaweidi

Per: _____
Cindy Huebschwelen
Executive Council
Kookhittaan

Per: _____
Bill Barrett
Executive Council
Gaanaxtedi

Per: _____
George Shepherd
Executive Council
Yan Yeidi

Mary Ann Roy (Trustee)

Witness

Karen Lepine (Trustee)

Witness

Bea LeBarge (Trustee)

Witness

Tracy Neumann (Trustee)

Witness

Justin Ferbey (Trustee)

Witness