



The Chief Peguis Investment Trust

Constitution and By-laws

October 2015

The Chief Peguis Investment Trust *Constitution and By-laws*

1. NAME

The name of the organization shall be "Chief Peguis Investment Trust" hereafter called the "Trust."

2. TRUST

The mailing address and head office of the Trust is located at the Reserve at which the administrative office of the First Nation is located.

3. MISSION

To re-distribute monies from Peguis First Nations businesses back into the community.

4. OBJECTIVES

To receive certain net revenues made by any on or off Reserve joint venture, partnership, corporation or other business organization in which a majority of shares and/or the controlling interests are held directly or indirectly by the Chief Peguis Investment Trust.

To disperse such net revenue received for the benefit of the Peguis First Nation and its members.

5. BOARD OF TRUSTEES

The property and business of the Trust shall at all times be managed by three (3) elected Trustees.

a) Composition

The Board of Trustees shall consist of three (3) members, all of whom must be members in good standing.

b) Qualifications

A Trustee Board Member shall be at least eighteen (18) years of age, be a resident of Canada and a Peguis Band Member, have good judgment and be trustworthy, have obtained a criminal record check, be eligible for bonding, and have obtained or agreed to obtain, within the first twelve (12) months of their appointment, a Trustee accreditation.

c) Selection

A by-election will be held by the electoral officer of Peguis First Nation, to select the Board of Trustees, in accordance with the policies and procedures of Peguis elections.

d) **Power and Duties**

All elected Trustees will have read and signed the Trust Indenture Agreement made on June 1st, 2012, where their duties are outlined in full detail. The following are a few of these powers and duties, and are to be performed in accordance with the Trust Agreement.

- To have access to the financial records of all business entities at any time
- To establish the Trust Account for the management of the Trust Property
- To advise Council of the calculated Annual Income to be transferred to the First Nation Trust Income Account, within one hundred and eighty (180) days of the Fiscal Year End
- To add to the Capital of the Trust Property, as directed by Council
- To ensure that no funds are withdrawn, transferred or expended without first being seen by Council and the Trustees
- To maintain adequate records of all transactions
- To provide monthly statements to each Trustee and Council
- To have custody of the assets of the Trust
- At the request of Council, to participate in Special Band Meetings to review and explain the Trustee's annual report and audited financial statements
- To provide Council with a copy of the minutes of each meeting of the Trustees, within fourteen (14) days of such meeting
- To provide Council with a copy of all ledgers, registers and documents of transactions affecting the Trust Property upon request
- To immediately notify the Council of any breaches of the Trust Agreement

e) **Accountability and Reporting**

Ensuring financial transparencies will be done through accountability and reporting at all levels of the communication channel. Quarterly financial statements from each business entity will be provided to CPIT upon which CPIT will review, make decisions, and present to the Chief and Council, who will make all information and actions available for members of the Peguis First Nation.

Communications Channel

The Business Entities report to their Board of Directors.

The Board of Directors of the Business Entities report to the Trustees.

The Trustees report to Chief and Council.

Chief and Council report to Members of the Peguis First Nation.

f) **Deficit Debt Reduction Plan**

For those business entities carrying a deficit, there will be a requirement to report monthly to CPIT, and to create a Deficit Debt Reduction Plan that includes the following:

- Information on all credit, loan and bill statements
- An evaluation and reworking of business budget
- A plan to increase sales and reduce expenses
- A debt repayment plan
 - Consolidate debt
 - Freeze all borrowing
 - Focus on using excess cash to reduce current debt
 - Negotiate with creditors and collection agencies to formally extend, renew or change existing credit agreements

g) **Meetings**

The Trustees shall meet not less than three (3) times per year, and no more than six (6) times per year unless directed by Council. The conduct of all meetings of Trustees shall be governed by the following rules:

- The quorum for meetings of Trustees shall be a majority of the then sitting Trustees
- A member of Council who has been appointed to hold the portfolio for this Trust may attend meetings of the Trustees but shall not be entitled to vote
- All decisions and actions of the Trustees shall require a quorum of votes of the Trustees
- The Trustees may act either by an instrument in writing signed by the majority of the Trustees outside of a meeting, or by a resolution passed by a majority thereof at a meeting by telephone or other telecommunication facility.
- Meetings of the Trustees shall be held at such place or places within Manitoba as a quorum of Trustees may determine, and wherever possible shall be held on Reserve.
- Minutes of all Trustees' meetings shall be recorded and such record shall be signed by the Trustees taking part in the meeting and such minutes shall be made available to band Members upon request.
- If a Trustee fails, without reasonable excuse or notice, to attend three consecutive meetings of the Trustees of which prior notice was given, it is due cause for termination of position.

h) **Termination**

If a Trustee fails to fulfill his or her obligations or duties pursuant to the Trust Agreement or otherwise ceases to be qualified to be a Trustee, the Council of Peguis may remove the Trustee by Band Council Resolution.

6. FINANCIAL YEAR

The financial year of the Trust shall end March 31 in each year. The Board of Trustees shall keep proper books of account with respect to all sums of money received and expended, with proper documentation of purpose and receipts, and all other financial transactions affecting the financial position of the Trust.

7. SECRETARIATE

The Peguis Development Corporation (PDC) will be the secretariat for the Chief Peguis Investment Trust unless amended by Chief and Council. This relationship will be formalized with a contractual agreement that will outline duties.

8. AUDIT REVIEW

A review of accounts or full financial audit, as determined by the Trustees, shall be conducted by a qualified accountant. The remuneration of the accountant/auditor shall be fixed by the Trustees.

9. BOOKS OF ACCOUNT

The books of account shall be kept at the office of the Trustees or at such other places as the Trustees see fit to designate, and shall at times be open to inspection upon the written request.

10. SIGNATURES AND CERTIFICATION OF DOCUMENTS

Contracts, documents, or other instruments in writing requiring a signature of the Trust shall be signed by any two of the Trustee members, and when duly signed, will be binding upon the Trust.

11. QUORUM

A quorum for the Annual General Meeting and Special General Meetings shall consist of fifty percent (50%) plus one (1) of the Trustee members. A quorum at Trustee meeting shall consist of a majority of the trustees. If all the Trustees consent, a Director may participate in the meeting by any telecommunication medium, and is deemed to be present at the meeting.

12. ANNUAL GENERAL MEETINGS AND SPECIAL GENERAL MEETINGS

The Annual General Meetings shall be held each fiscal year on or around September 30th. 30 days notice will be provided to the Chief and Council. If circumstances should require a special Annual General Meeting, a Special Annual General Meeting shall be called in consultation with Chief and Council.

13. RULES

The Trustees may prescribe rules and regulations relating to governance and management of affairs provided that such rules and regulations shall have force and effect only until the next Annual General Meeting when they shall be presented for ratification. All Trustee meetings, annual meetings and special meetings shall be conducted to a format agreed upon by the Trustees, or failing consensus of all, by a majority of Trustee members. Where any uncertainty exists in the interpretation of these by-laws, the Trustees shall vote on interpretation.

14. CONFLICT OF INTEREST

If a Trustee member discloses or admits to a conflict of interest with respect to any matter before the Board of Trustees, he/she shall withdraw from the room during the discussion of the matter and shall not vote on it. If one Trustee member alleges that a conflict of interest exists on the part of another with respect to any matter and the conflict is denied, the Board of Trustees shall adjourn the matter under consideration until determination is reached whether or not conflict does exist. If a conflict is determined to exist, the Trustee member in conflict shall withdraw from the room during the discussion of the matter and shall not vote on it.

15. LIABILITY OF TRUSTEES

The Trustees shall not be responsible for the acts or defaults of each other or for any error in judgement or for any act of omission or commission not amounting to actual fraud in the management and administration of the Trust Property.

16. INDEMNITY OF OFFICERS AND TRUSTEES

Every Trustee member or any other person who has undertaken or is about to undertake any liability on behalf of the Trust and their heirs, executors, administrators shall be indemnified and saved harmless by the Trust provided that the individual was acting within the scope and authority in the Trust.

17. TERMS OF OFFICE

Each Trustee shall serve a five (5) year term until an election is conducted.

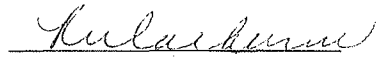
18. TRUSTEE REMUNERATION

Any travel or accommodation expenses should be reasonably incurred in carrying out the application and duties of the Trustees. Travel and accommodation expenses shall be at the same rates determined from time to time by the First Nation.

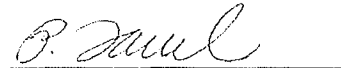
19. RESOLUTIONS AND AMENDMENTS

Any proposed amendments to this constitution and these by-laws must be distributed to the Trustees at least one month prior to the meeting of the Board of Trustees of the Trust at which the amendments are to be considered. No proposed amendment shall be submitted to members of the Trust without having been duly passed by a Majority of Electors.

Enacted by Quorum of the Board of Trustees November 6th,
2015.


Signature of Trustee

ROSA WALKER
Print Name of Trustee

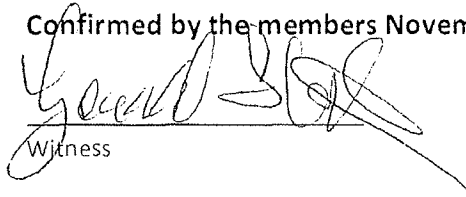

Signature of Trustee

PAM FAVEL
Print Name of Trustee

Signature of Trustee

Print Name of Trustee

Confirmed by the members November 6, 2015


Witness