

**ADMINISTRATIVE AMENDMENT**

**APPOINTED NIPISSING TRUSTEES TERMS**

**DATED FOR REFERENCE: JANUARY 1, 2015**

**BETWEEN:**

**NIPISSING FIRST NATION**

**and**

**NIPISSING 2013 BOUNDARY CLAIM TRUSTEES**

**1 DEFINED TERMS**

1.1 The defined terms referred to throughout this Agreement are as follows:

- (a) **"Nipissing"** means Nipissing First Nation;
- (b) **"Trust"** means the Nipissing 2013 Boundary Claim Trust Agreement dated May 30, 2013.
- (c) **"Trustees"** means the initial Trustees, and thereafter any other individual or company duly incorporated which is authorized to carry on business as a trustee in the Province of Ontario and which is from time to time appointed subsequently or in substitution for the Trustee pursuant to the terms of the Trust.

**2 GENERAL**

- 2.1 The rights which accrue to the parties under this Agreement shall pass to their respective successors or assigns.
- 2.2 In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions, or parts of it, shall be and remain in full force and effect.
- 2.3 Any material modification to this Agreement must be in writing, signed by the parties or it shall have no effect and shall be void.
- 2.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 2.5 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and Agreements contained in this Agreement.
- 2.6 Any notice required or permitted to be given under this Agreement shall be sufficiently given if sent by recorded mail to the last known address of the party.

- 2.7 This Agreement may be executed in several counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same instrument.
- 2.8 The parties each represent and warrant that all steps and conditions precedent required to create a binding contractual commitment have been completed and the parties signing have been authorized to sign this Agreement.

### **3 VARIATION AND AMENDMENT**

- 3.1 In accordance with Article 20.2 of the Nipissing 2013 Boundary Claim Trust Agreement, "Amendments may be made to this Agreement by the Trustees and the Council as a result of changes in law or defects in this Agreement, or to improve the administrative efficiency of this Agreement, after receipt of a written opinion from legal counsel explaining the legal implications and benefits of the proposed amendments and also stating the amendments do not substantially alter the entitlements or obligations of the parties hereto, including the beneficial interest of Nipissing, or the purpose of this Trust. Such amendments shall be approved by Resolution of Council, signed by a minimum of seventy-five per cent (75%) of Council, which Council Resolution shall be provided to the Trustee".
- 3.2 In accordance with Article 20.3 of the Nipissing 2013 Boundary Claim Trust Agreement, "Notice of any amendment made in accordance with the forgoing Article 20.2 shall be provided to the Members as soon as reasonable practicable".

### **4. Administrative Amendment**

- 4.1 In accordance with Article 15.5(a) of the Nipissing 2013 Boundary Claim Trust Agreement, "subject to the following terms of this article 15.5, Each Appointed Nipissing Trustee shall serve a two (2) year term, such appointment and terms commencing on January 1 of the relevant year.
- 4.2 In accordance with Article 20.2 of the Nipissing 2013 Boundary Claim Trust Agreement, Council and the Trustees agree to an administrative amendment of changing "Each Nipissing Trustee shall serve a two (2) year term" to "**Each Appointed Nipissing Trustee shall serve a three (3) year term**". This amendment will provide that the terms of the Appointed Nipissing Trustees shall be laddered, where one comes off the board each year and a new one is appointed.
- 4.3 This Administrative Amendment takes effect as of January 1, 2015.

IN WITNESS WHEREOF the parties have duly executed this Agreement, in duplicate as follows:

**ON BEHALF OF NIPISSING FIRST NATION**

June Comanda  
Witness Signature

Marianna Couhie  
Chief Marianna Couhie

**ON BEHALF OF THE NIPISSING 2013 BOUNDARY CLAIM TRUST - TRUSTEES**

June Comanda  
Witness Signature

Georgina Villeneuve  
Georgina Villeneuve

Daryl Christie  
Witness Signature

Daryl Christie  
Daryl Christie