

MEETING OF THE BOARD OF DIRECTORS OF
THE LEBRET FARM LAND FOUNDATION INC.,
Fort Qu'Appelle, Monday, March 24, 1986

All Directors were present except: Raymond LaPlante.
Rob Milen, Legal Counsel, was also present.

The meeting being duly and properly convened, the Directors commenced by reviewing progress to date. The draft By-laws were thoroughly reviewed. The following resolutions were then duly MOVED, SECONDED AND UNANIMOUSLY CARRIED:

MOTION #1: "That the Executive be re-confirmed as
NAPOLEON LaFONTAINE, President;
PAUL TOUROND, Vice-President;
DOMINIC LaFONTAINE, Secretary/Treasurer."

MOTION #2: "That all deeds, transfers, assignments, contracts, obligations, certificates and other instruments be signed by the Secretary/Treasurer and one of the other two signing officers."

MOTION #3: "That notwithstanding Motion #2, the Head Lease on the Lebret Farm be signed by all three signing officers."

MOTION #4: "That the banking of the Corporation be carried on at the Sherwood Credit Union in Fort Qu'Appelle and that the Secretary/Treasurer take the appropriate steps to open an account as expeditiously as possible."

The Directors specifically saw no conflict of interest or difficulty whatsoever with the President and Secretary/Treasurer being related. There was unanimous agreement on this. Rob Milen, Legal Counsel, advised no laws were being broken by these appointments.

The Directors then duly MOVED, SECONDED AND UNANIMOUSLY CARRIED the following resolution:

MOTION #5: "That the meeting adjourn forthwith."

The Foundation and the Province seem to agree that if amendments are to be made to alter or change the objects of the Foundation, the number of Directors, the manner of appointment of Directors and the requirements to be an Ordinary Member of the Corporation, then such amendments should be possible, but difficult to make. In that regard, I would recommend you consider the following amendments:

- (1) That no amendment can be made to alter or change the incorporation documents unless the following procedure is followed:
 - (a) the said amendment is approved by three-quarters (3/4's) of the total number of the Directors of the Foundation; and
 - (b) the said amendment is then approved at least sixty (60) days later by three-quarters (3/4's) of the total number of the Directors of the Area Board; and
 - (c) the said amendment is then approved, at least sixty (60) days later, by three-quarters (3/4's) of the Ordinary Members.

This is straight-forward enough. The difficulties lie in drafting, with precision, the following:

- (2) Quorum for the meeting of the Ordinary Members referred to in paragraph 1(c) above. If a number - say One hundred (100) - is used as quorum, then you may run into difficulty some years later when your membership has expanded. One hundred (100) people may be far too small a number to permit control over critical amendments. On the other hand, fixing a per centage - say Twenty per cent (20%) - of the membership as quorum also creates problems. Such a number is possible to achieve now. However, as your population expands, you may not be able to get quorum.

The Directors of the Corporation must turn their attention to this matter and give me direction before further progress can be made.

- (3) Precise drafting will be required to ensure that in the future those whom you intend to benefit from the Lebret Farm actually benefit. We can draft a provision that Ordinary Members are those people who were members of the Foundation, or entitled to become members of the Foundation, at the date of incorporation. Care will have to be taken to ensure that future generations are protected. Additionally, some care must be taken to define the geographic area covered by the Foundation. For example, not any Metis or Non-Status Indian person can become a member of the Foundation - only the Metis and Non-Status Indian peoples in the Southeast Area of A.M.N.S.I.S. If that is the case, then this criteria for membership should/must be reflected in the incorporation documents. Mr. Tyler will be drafting a provision for my consideration covering the concerns raised in this paragraph.

There were four (4) additional concerns raised. The first pertains to the period during which the Foundation will not be mortgaging the land. The second relates to the lease on the ten (10) residential premises. The third relates to the length of time leases can be granted by the Foundation.

- (4) There has been general agreement that the Lebret Farm would not be mortgaged for a period of five (5) years after ownership is acquired. However, one valid concern has been raised - the Foundation does not want to completely tie its hands so that if federal and/or provincial funding sources disappear, and the Foundation cannot immediately mortgage the land to receive necessary, immediate and critical financing, then the Farm could not be developed. On the other hand, it is, I believe, readily acknowledged that for at least the first few years, the Foundation will have its hands full just running the Farm and planning its short-term and long-term development. Therefore, I would recommend you give consideration to the following course of action:

- (a) amending the incorporation documents to provide there will be no mortgage of the Farm for a period of two (2) years from the date of incorporation (March 11, 1986); and
- (b) the By-laws be amended to provide there will be no mortgage of the Farm for a further period of three (3) years from March 11, 1988 to March 11, 1991.

The net effect is that the Foundation would undertake not to mortgage the Farm for a period of five (5) years from March 11, 1986 to March 11, 1991). However, the Foundation, Area Board and membership could subsequently decide otherwise. During the period March 11, 1986 through to March 11, 1988, the incorporation documents could be amended pursuant to the provisions of paragraph (1) herein, (i.e. 3/4's approval by the Foundation, Area Board and Ordinary Members). During the period March 11, 1988 through to March 11, 1991, the By-laws could be amended by resolution of the Ordinary Members (fifty-one per cent (50%) plus one) at a duly called meeting of the Ordinary Members to remove this restriction. The provisions then governing mortgage approval in the incorporation documents would then come into play.

It seems to me that the Foundation could, by this proposed amendment, keep all its options open. However, I must point out that the Directors have not yet approved any By-laws for the transaction of the business and affairs of the Foundation. This is perfectly understandable given the vast amount of other far more urgent matters before the Executive and Directors of the Foundation. In any case, the By-laws to govern the transaction of the business and affairs of the Foundation should be approved as expeditiously as possible.

- (5) The concern pertaining to the leases on the ten (10) residential premises will not be that difficult to resolve. Once the ownership of the Lebrét Farm is vested in the Foundation, there is absolutely nothing to prevent the Foundation from, at any month's end, giving thirty (30) days' notice to the tenants to vacate the premises. The leases could be determined (ended) upon such notice being property delivered. The Province wants to ensure a longer period of notice to vacate where such notice if NOT for cause. By that

I am referring to a situation wherein the Foundation may require one (1) or more of the houses for the valid purposes of the Foundation. In such a case, the Province would like to see the present leases amended by the Foundation to provide for a notice period of sixty (60) or ninety (90) days.

In my view, this would not create nor cause any undue hardship on the Foundation. If I am indeed correct in this assertion, then the Directors of the Foundation should instruct the Chairman of the Foundation to advise the Province of the Foundation's intention to amend these leases in the future. This would, with finality, resolve this particular matter.

(6) The next issue pertains to amending the incorporation documents to reflect the length of time for which leases may be granted by the Foundation. I would recommend a period not to exceed twenty (20) years. Your direction in this regard is also quite necessary before matters can proceed any further.

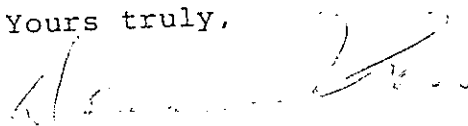
(7) The last issue centres around the use of proxies. A proxy is a written authorization given by one person to another so that the second person can act for the first. For example, a person may, by proxy, give the right to a second person so that person can represent him and vote for him. I would very, very strongly recommend that the Articles be amended so that the use of proxies are not permitted. That would present a situation arising at a meeting of the Ordinary Members where one person could have, say, fifty (50) votes and could control the meeting. In my view, if people want to decide the issues, they should be actually present to voice their concerns and express their opinions.

I will be seeing you Friday next (June 6th) at which time the contents of this missive can be fully discussed and further directions can be provided to me.

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All of which is respectfully submitted.

Yours truly,



ROBERT A. MILEN.

RAM:dr

Attachments: original copies
to all Directors of The Lebret
Farm Land Foundation Inc.

MEETING OF THE BOARD OF DIRECTORS OF
THE LEBRET FARM LAND FOUNDATION INC.,
Prince Albert, Wednesday, March 26, 1986

All Directors were present except: Albert Ross.
Rob Milen, Legal Counsel, was also present.

The meeting was duly and properly convened. Dominic LaFontaine read a letter dated March 26, 1986 from the Hon. Sid Dutchak pertaining to the Head Lease on the Lebret Farm. The contents of this letter were discussed and met with the approval of those present.

Rob Milen then reviewed the executed copy of the Head Lease as amended. It was agreed that the letter and Head Lease accorded with the understandings reached with the Hon. Sid Dutchak on Monday, March 24, 1986. After a full discussion the following motion was duly MOVED, SECONDED AND UNANIMOUSLY CARRIED:

MOTION #1: "That the Executive be instructed to execute the Head Lease forthwith."

The Directors then agreed to meet with officials from the Department of Agriculture and the Department of Justice re: leasing the remaining farm lands. Rob Milen advised that a meeting had been set at the Land Branch, Department of Agriculture, Walter Scott Building, in Regina, for 3:00 p.m. on Thursday, March 27, 1986. It was agreed that all Directors should attend.

The following motion was then duly MOVED, SECONDED AND UNANIMOUSLY CARRIED:

MOTION #2: "That the meeting be adjourned."
