



Metis Nation – Saskatchewan Secretariat Inc.

Ernst & Young Inc. Report to the Metis Nation
Legislative Assembly

29 July 2016



Ernst & Young Inc.
2700 – 360 Main Street
Winnipeg, MB
R3C 4G9

Tel: +1 204 947 6519
Fax: +1 204 956 0138
ey.com

To the Clerk of the Metis Nation Legislative Assembly

29 July 2016

Re: Ernst & Young Inc. Report

Ernst & Young Inc. humbly submits our report to the Metis Nation Legislative Assembly. We will be available to address any questions in respect of this report.

We would like to express our appreciation for the opportunity to be of service Metis Nation – Saskatchewan Secretariat Inc., and to wish the Metis people of Saskatchewan a successful MNLA.

Sincerely,
ERNST & YOUNG INC.

Per:

A handwritten signature in black ink that reads 'Joe Healey'. The signature is written in a cursive, flowing style.

Joe Healey CA, CPA, CIRP
Senior Vice President

Contents

Introduction and disclaimer 3

EY’s Role..... 5

EY Observations and Comments 6

Statement of Receipts and Disbursements..... 13

Appendices

Introduction and disclaimer

1. We have prepared our report (the “Report”) to the Métis Nation Legislative Assembly (“MNLA”) to provide our observations and comments arising from our engagement as advisor to the Métis Nation – Saskatchewan Secretariat Inc. (“MNS”) pursuant to our engagement between Ernst & Young Inc. (“EY”) and MNS dated 17 February 2016, as subsequently extended and amended on 01 May 2016 and 17 June 2016 (the “Engagement Letters”). Copies of the Engagement Letters are attached to this Report as Appendix “A”.
2. During the course of our engagement, our work has included the following activities:
 - a. Organization and facilitation of a number of meetings of the Provincial Métis Council (“PMC”), the finance committee of the PMC, and the MNLA organizing committee;
 - b. Receipt of funding on behalf of MNS from the Government of Canada pursuant to a number of funding agreements and addendums authorized by MNS (the “MNS Agreements”);
 - c. Payment of certain disbursements in accordance with the MNS Agreements;
 - d. Preservation and creation of an off-site backup of the Métis citizenship records;
 - e. Creating a summary of historical cash disbursements of MNS for the three previous years, based on available financial records;
 - f. Maintaining a segregated trust bank account for the receipts and disbursements of the 2016 Back to Batoche celebrations;
 - g. Other activities relevant to carrying out the obligations of MNS pursuant to its agreements with the Government of Canada, all as mandated by the PMC; and
 - h. Providing advice and recommendations to MNS as applicable.
3. This Report presents our findings arising from the work undertaken during the onsite visits, discussions and analysis.
4. In preparing this Report, we have relied upon the audited historical financial statements, unaudited historical financial statements, other unaudited financial and operational information, the books and the records of the MNS and related entities, discussions and meetings with the executive members of MNS, and information from various other sources (collectively, the “Supporting Information”).

5. Unless otherwise noted herein, we have assumed the Supporting Information to be accurate and complete. We have not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Supporting Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants (Canada) Handbook. Accordingly, we express no opinion or other form of assurance regarding the Supporting Information.
6. Our work will not necessarily disclose significant matters about the MNS, any errors, misstatement, irregularities or illegal acts, if such exist, on the part of the MNS, or its directors, officers or employees. The Supporting Information is the sole responsibility of the MNS.
7. This Report is intended solely for the information and use of delegates to the MNLA and is not intended for general circulation or publication, nor is it to be reproduced, referred to or used for any purpose, in whole or in part, without our prior written consent. We will not assume any responsibility or liability for losses incurred by any party as a result of the unauthorized circulation, publication, reproduction or use of any of this Report, or any part of thereof, contrary to the provisions of this paragraph.
8. Monetary amounts are expressed in Canadian dollars unless stated otherwise.

EY's Role

9. EY was retained by MNS as an “expert advisor”, as that term is defined in the MNS Agreements. As described in the Engagement Letters, EY has not (i) exercised any decision making authority on behalf of MNS; (ii) assumed any management responsibilities of MNS; (iii) assumed any form of control over MNS' operations, business affairs, or employees; (iv) employed or acted as employer of MNS employees; (v) except for taking possession of a backup of the electronic records of MNS, taken possession of any of MNS' property.
10. For clarity, EY is not acting as a third party manager in the context that this term is generally used in the context of aboriginal governance and financial administration in Canada. In addition, EY is not acting as a receiver or receiver and manager by virtue of any court order or legislative provision under the laws of Saskatchewan or Canada.
11. In accordance with the MNS Agreements, EY has facilitated the organization and logistical planning of a number of meetings of the PMC held in Saskatoon, Regina, Prince Albert, and Yorkton, SK. In addition, EY facilitated the logistics for PMC meetings that occurred during other national First Nations and Métis meetings in Winnipeg, MB and Vancouver, BC.
12. For those PMC members who were unable to physically attend the PMC meetings in Winnipeg and Vancouver, EY arranged for conference call / telephone access to enable those PMC members to participate in the meetings.
13. EY arranged for a third party service (Raincoast Ventures) to attend PMC meetings to serve as recording secretary. Minutes of all PMC meetings have been posted to a website maintained by MNS (www.metisnationsk.com). A summary of motions adopted by the PMC, as summarized by Raincoast Ventures, is attached as Appendix B.
14. In order to assist the 2016 Back to Batoche planning committee, EY arranged to open a separate trust bank account (segregated from other MNS funds) to administer the receipts and disbursements related to the 2016 Back to Batoche celebrations, including registration and gate fees, sponsorships, and program fees.

EY Observations and Comments

Preservation of MNS Assets

15. Prior to EY's appointment, the Government of Canada had suspended all MNS funding, and day to day operations at MNS had ceased.
16. Upon our appointment and in accordance with the Engagement Letters, EY arranged to change the locks to the MNS offices at 231 Robin Crescent, Saskatoon, SK. EY has maintained control of access to the premises since that time, and made arrangements to bring obligations for insurance, rent, electricity and natural gas arrears current. Any parties that have been provided access to MNS premises (including former MNS executive and staff members) have been accompanied by EY personnel.
17. EY personnel compiled an inventory of all assets and records at the MNS offices, and completed a physical back-up of the MNS computer environment. EY requested that MNS executive and staff members provide password access to facilitate this process, however EY has not been provided with all passwords, and as a result has been unable to access certain MNS records.
18. MNS also leases storage space at an offsite facility located at Besco Storage, 48 Street East, Saskatoon, SK. EY staff attended at the Besco premises, and has changed the locks and compiled an inventory of the records stored at this facility.
19. One of the assets owned by MNS is an extensive library of historical books, documents and records that supports the history of the Métis people of Saskatchewan (the "MNS Library"). EY has prepared a catalogue of the MNS Library.
20. On a regular basis, EY staff have attended at the MNS premises to confirm that the premises are secure and to address to any issues arising.

Financial Obligations of MNS

21. As part of its mandate, EY was requested to compile and summarize a preliminary estimate of financial assets and liabilities. In order to complete this task, EY requested the assistance of the MNS Executive, including the assistance of the MNS Treasurer in

providing access passwords to the accounting software databases. Despite numerous written and verbal requests, to date EY has not had any response to its requests for assistance and a listing of access passwords. Accordingly, the summary compiled by EY is preliminary in nature and is subject to further revision.

22. At the end of June 2016, EY was provided with certain access passwords by former MNS staff, although EY notes that the MNS Treasurer has still not responded to EY's requests for assistance. EY is assessing the availability and completeness of any electronic financial records and will report subsequently to MNS as information is compiled.
23. EY presented its initial findings to the Finance Committee of the PMC, and later presented these findings to the PMC, at PMC meetings held on March 4-5, 2016. A summary of these initial findings are attached as Appendix C, and indicate the following:
 - a. MNS operated three bank accounts: one account at Royal Bank of Canada and two accounts at Bank of Nova Scotia. The aggregate balance of these accounts is approximately \$10,000;
 - b. MNS has a secured line of credit with Royal Bank of Canada ("RBC"), with a balance owing of approximately \$287,000. As a result of the withdrawal of funding and concerns by RBC, management of the account had been transferred to RBC's special loans and workout group;
 - c. MNS also owed approximately \$34,000 to other secured creditors, in respect of leases of office and telephone equipment; and
 - d. EY compiled a preliminary listing of accounts payable balances owed to ordinary unsecured creditors from available physical records. The aggregate amount owed is approximately \$280,000. EY noted that within this balance, the largest amount owing was an obligation of approximately \$183,000 to The W Law Group in respect of unpaid legal fees. Of the remaining obligations, no other individual amount was noted that was higher than \$18,000.
24. EY also identified assets and liabilities in respect of three entities related to MNS: (i) Provincial Métis Holdco Inc. ("Holdco"); (ii) BTB Land Management Inc. ("BTB Land"); and (iii) BTB Festival Days Inc. ("BTB Festival").

25. EY was advised that Holdco is the tenant for the leased MNS office premises. EY identified the following assets and liabilities in respect of Holdco:
 - a. Bank accounts at each of RBC and Scotiabank, with an aggregate balance of approximately \$3,200;
 - b. Holdco had guaranteed a portion of the MNS secured line of credit, to a maximum limit of \$20,000. EY notes that this is not a direct obligation in addition to the amounts owed to RBC by MNS, but instead is a contingent guarantee if there are insufficient assets in MNS to repay the RBC line of credit; and
 - c. Outstanding rent to the landlord (Betchar Holdings) in the amount of approximately \$72,000.
26. EY is aware of a number of other entities connected with MNS. No books, records, or financial information was located on-site at the MNS offices for these entities:
 - a. Provincial Métis Housing Corporation ("PMHC")
 - b. Round Prairie Ventures Inc.
 - c. Round Prairie Development Ltd.
 - d. Métis Society of Saskatchewan.
27. EY requested information from all MNS Executive members, including supporting detailed cash inflows and outflows in respect of the above four entities, as well as any additional information available in respect of BTB Festival and BTB Land.
28. EY has not been provided with any of the supporting cash inflow and outflow details that had been requested except as described in the following paragraph. EY was provided with a copy of a letter from legal counsel to PMHC that supported PMHC's position that it was entitled to refuse to provide the requested information.
29. On July 25, 2016, President Doucette provided EY with unaudited internal financial statements and reports for BTB Festival for the 2013 and 2014 fiscal years, as well as a financial report for the 2015 Back to Batoche event. EY is reviewing this information and will consider what, if any additional information may be required.

Sale of Building and Proceeds

30. EY was advised that in 2009, a building owned by Holdco was sold, generating gross proceeds of approximately \$1.2 million. From this amount, payments were made in

respect of real estate commissions and to discharge mortgages, resulting in a residual balance of approximately \$528,000. This balance was maintained in a trust account at W Law Group, legal counsel to Holdco.

31. From 2013 to 2015, withdrawals were processed from the trust account that depleted this balance. EY has not observed any evidence that the withdrawals were authorized by PMC resolution, however EY also notes that the records of MNS document that these amounts were used to fund the day-to-day operations of MNS and Holdco after the suspension of funding from the Government of Canada. Details of the transactions were reported to the PMC by EY.

Amounts owing to RBC

32. As noted previously, MNS owes RBC approximately \$287,000 in respect of a secured line of credit, the proceeds of which had been used to fund the day-to-day operations of MNS.
33. In support of the secured line of credit and as part of the normal banking documents that evidenced MNS' pledge to repay the line of credit, MNS signed a number of security documents, including a general security agreement that provided RBC with a first claim against all present and after-acquired assets of MNS. Holdco also signed a limited guarantee of the MNS line of credit.
34. On February 22, 2016, RBC appointed the firm BDO Canada Limited ("BDO") to oversee management of the MNS accounts and obligations owing to RBC.
35. EY contacted BDO representatives to provide a current status of the affairs of MNS, and requested copies of the relevant security documents supporting the line of credit. Upon receipt of these documents, EY reported the details of the various banking agreements and security documents to the PMC.
36. On March 29, 2016, legal counsel for RBC formally demanded repayment of the amount of \$296,415.77, comprised of loan balances of \$280,000 plus accrued interest and an outstanding VISA balance of \$41.60.
37. Subsequent to the issuance of the repayment demands, legal counsel for MNS contacted legal counsel for RBC, in an effort to negotiate mutually amicable repayment arrangements.

38. On June 7, 2016, EY was contacted by RBC representatives and advised that management of the MNS accounts were no longer under BDO's management. RBC further indicated that it was prepared to defer formal enforcement proceedings. EY has provided periodic updates to RBC representatives on progress to address amounts owing to RBC.

Sale of MNS Library

39. MNS, with collaboration and support from the Government of Canada and the Gabriel Dumont Institute, have negotiated arrangements for the purchase and preservation of the MNS Library.
40. Upon the closing of this transaction, the proceeds from the sale of the MNS Library will be used to repay amounts owing to creditors of MNS.
41. MNS has requested EY's advice and assistance with respect to any discussions with RBC as a secured creditor of MNS. As of the date of this report, these discussions are ongoing.

2016 Back to Batoche Celebrations

42. MNS requested that EY provide assistance to the 2016 Back to Batoche Planning Committee, including the following:
 - a. Establish a segregated trust bank account for the 2016 Back to Batoche event, distinct from the trust bank account established by EY for MNS receipts and disbursements pursuant to the Engagement Letter;
 - b. Receipt and deposit of cheques provided to the 2016 Back to Batoche Planning Committee in respect of registration, camping fees, program advertisements, and sponsorships;
 - c. Collection and deposit of cash at the admission gate for festival attendees who had not pre-paid their registration; and
 - d. Issue disbursements from the trust bank account for site operational expenses, entertainer fees, and prizes associated with the 2016 Back to Batoche event.

43. EY has reported on the interim financial results of the 2016 Back to Batoche event in the “Statement of Receipts and Disbursements” section. Additional receipts and disbursements are anticipated to occur prior to a final financial report being issued.

2016 MNS Election

44. MNS requested that EY provide support in respect of the 2016 MNS Election. EY arranged for an independent consultant, Mr. Lorne Gibson, to present options and recommendations to the PMC. Subsequent to this presentation, MNS, by way of a resolution of the PMC, retained Mr. Gibson directly as a consultant to MNS.

MNS Office Premises Lease

45. EY has noted and advised the PMC that the premises lease for the MNS offices at Robin Crescent in Saskatoon expires on September 30, 2016. EY is of the view that MNS has three options in respect of the lease:
- a. Arrange for an extension and/or renewal of the term of the existing lease at the current premises;
 - b. Identify new premises and negotiate terms for a new lease. This will involve making arrangements to move the books, records, office equipment and MNS Library to the new premises; and
 - c. Move all the books, records, office equipment and MNS Library into third-party storage facilities and effectively mothball the operations of MNS pending the outcome of the MNS election.

MNLA Preparations

46. MNS requested EY’s assistance and support for the logistical arrangements for the MNLA. On behalf of MNS, EY has undertaken the following MNLA preparation activities:
- a. publication of advertisements providing notice of the MNLA in the Eagle Feather News, Missinipi Broadcasting Corporation, and direct mail to all known Saskatchewan local Métis presidents;

- b. issuance of a press release publicizing the MNLA to media outlets in Ontario, Manitoba, Saskatchewan, Alberta, and British Columbia;
 - c. coordinated booking of meeting rooms, hotel reservations, and conference centre space in advance of the MNLA;
 - d. the former website operated by MNS had lapsed, so a new website was established (www.metisnationsk.com) to post relevant MNLA material;
 - e. receipt of meeting minutes from local Métis presidents to document authorized MNLA delegates;
 - f. forwarding all meeting minutes, agenda items, constitutional and legislative amendments, and information requests to the Clerk of the MNLA;
 - g. arranging and organizing MNLA events and entertainment;
 - h. accepting and coordinating MNLA delegate registrations;
 - i. issuance of reimbursement cheques for MNLA delegates (per kilometer allowances, per diem and incidentals), in accordance with established expense reimbursement policies as described in the MNS Agreements; and
 - j. printing and copying of delegate kits and MNLA supporting documents, as provided by the MNLA Clerk.
47. EY has observed that certain delegate registrations are disputed by various MNS stakeholders. EY was also provided with conflicting sets of meeting minutes that identified MNLA delegates for a number of Métis locals. EY has informed the PMC, the MNLA Clerk, and MNS legal counsel of these disputed or conflicting delegate registrations.
48. EY has not made any determination of and takes no position on the validity or invalidity of any MNLA delegate. EY has processed registration, hotel accommodation, and expense reimbursement for all delegate registrations received, including disputed or conflicting delegates.

Statement of Receipts and Disbursements

49. In accordance with its mandate and pursuant to the Engagement Letters, EY has maintained interest-bearing estate trust bank accounts for the receipt and disbursement of funds related to the mandate. One trust account was created pursuant to the MNS Agreements, and a second account was created solely for the 2016 Back to Batoche celebrations.
50. A summary of the Statement of Receipts and Disbursements is attached to this report as Appendix D.

Appendices

Appendix "A" - EY Engagement Letters

Appendix "B" - Summary of PMC Motions

Appendix "C" - Preliminary summary of assets and liabilities

Appendix "D" - Statement of receipts and disbursements

Appendix A



Building a better
working world

Ernst & Young Inc.
360 Main Street, Suite 2700
Winnipeg, MB R3C 4G9

Tel: +1 204 947 6519
Fax: +1 204 956 0138
ey.com

Confidential

Métis Nation - Saskatchewan Secretariat Inc.
231 Robin Crescent
Saskatoon, SK S7L 6M8
("MNS", "you" or the "Client")

17 February 2015

Attention: Robert Doucette and Gerald Morin

Independent Oversight Advisor - Métis Nation - Saskatchewan

Dear Mr. Doucette and Mr. Morin:

This engagement letter, together with any attachments (collectively, the "**Agreement**") confirms the terms and conditions on which Ernst & Young Inc. ("**we**" or "**EY**") has been engaged by MNS to provide certain professional services (the "**Services**").

Background

MNS is the administrative body by which the policies and programs of the Métis Nation - Saskatchewan may be carried out and administered.

Her Majesty the Queen in Right of Canada, represented by the Minister of Indian Affairs and Northern Development (the "Government of Canada") has agreed to provide funding to Métis Nation - Saskatchewan as per the Funding Agreement (Agreement No: 1415-HQ-000097) entered into between the Government of Canada and the Métis Nation - Saskatchewan, April 1, 2014, as amended by the Amending Agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan (collectively, the "MNS Agreement"). As part of the MNS Agreement, an "Expert Advisor" must be retained.

Pursuant to the MNS Agreement, the "Expert advisor" shall receive amounts payable to MNS by the Government of Canada (the "Funds") to facilitate payments for the following:

- ▶ Hold up to 3 provincial Métis Council meetings (the "Meetings"). The Meetings are intended to allow MNS to attempt to reach a consensus on a path towards a duly called Metis Nation Legislative Assembly.
- ▶ Retain a third-party neutral facilitator to assist the MNS, including without limitation to assist with the Meetings;
- ▶ Preserve and create an offsite backup of the Métis citizenship records (the "Registry"); and



Building a better
working world

- ▶ Changing the locks, and pay necessary outstanding rent and other occupancy and asset preservation costs for the premises located at 231 Robin Crescent, Saskatoon SK S7L 6M8 (the "Premises").

Scope of Services

EY's scope of Services includes:

- ▶ Using the Funds in order to issue payments on behalf of MNS for the following:
 - pay for expenses associated with the Meetings, including but not limited to booking meeting rooms, and accommodations for attendees, and retaining a minute taker for Meetings;
 - reimburse expenses associated with the Meetings in accordance with the existing Government of Canada expense reimbursement policy, a copy of which is available at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> (receipts for all reimbursable expenses must be scanned and provided to EY);
 - changing the locks to the Premises;
 - payment of any outstanding rent, and any other amounts related to the Premises arising on or after December 1, 2015, including but not limited to occupancy and insurance costs as requested by MNS and approved by the Government of Canada;
 - create and maintain an offsite backup of the Registry (the "Backup");
 - if requested by MNS, retain a third-party neutral facilitator to assist MNS, including without limitation to assist with the Meetings;
 - other expenditures requested by the MNS and approved by the Government of Canada in writing; and
 - pay EY's fees, expenses, disbursements and applicable taxes pursuant to this Agreement;(collectively, the "Funded Services")
- ▶ if requested by MNS and approved by the Government of Canada, summarize historical cash outflows of the MNS for the last three years through a review of bank statements; and
- ▶ Any other matters which EY and MNS agree are relevant to carrying out MNS' obligations under the MNS Agreement, and which are approved by the Government of Canada.

For greater certainty, EY shall have no further obligation to provide the Funded Services once the Funds have been depleted. Upon the depletion of the Funds, the Backup, and keys to the Premises shall be returned to MNS, upon prior written notice to MNS and the Government of Canada.



Building a better
working world

EY and MNS irrevocably agree that any dispute as to the use of the Funds shall be exclusively referred for determination to the Government of Canada. The determination of the Government of Canada shall be final and binding upon the parties.

In the event of termination of this Agreement, for any reason whatsoever, any unapplied Funds shall be paid by EY as agreed by MNS and the Government of Canada.

Except as contemplated by this engagement letter, EY shall not: (i) exercise any decision making authority on behalf of MNS; (ii) assume any management responsibilities of MNS; (iii) assume any form of control over MNS' operations, business affairs or employees; (iv) employ nor act as employer of MNS' employees; nor (v) except for the Backup, take possession of any of MNS' property.

Without limitation, the Services will not constitute (a) an audit, review or examination of financial statements in accordance with generally accepted auditing standards or (b) an examination of prospective financial statements in accordance with applicable professional standards. The Services will not include any procedures to test compliance with the laws or regulations of any jurisdiction and none of the Services or any reports will constitute any legal opinion or legal advice.

Your Obligations

Immediately upon execution of this Agreement, you shall authorize on behalf of MNS the delivery of the Funds to EY.

Term

The term of this Agreement shall commence on the date first written above, and shall terminate on March 31st, 2016, unless terminated earlier in accordance with the provisions of this Agreement.

Reporting

EY shall report directly to the MNS in the format and at such intervals as are agreed by the MNS and EY, and as required pursuant to the MNS Agreement, subject to any other party signing a third party access letter.

Staffing

Joe Healey, a Senior Vice President of EY, will have will have overall responsibility for this engagement. Evan Shoforost will act the relationship partner for this engagement. EY may draw upon the resources and personnel from EY and other EY member firms as EY considers necessary in the circumstances.

EY shall be entitled to consult such external experts as it deems necessary, including legal counsel and appraisers.

Fees/remuneration

MNS shall pay EY for the Services based on time spent by the relevant professionals in performing the Services, on the basis of actual time spent at hourly rates normally charged by it for this type



Building a better
working world

of work. In addition, EY will be reimbursed for such disbursements properly and reasonably incurred by EY to carry out this engagement.

EY's rates for this engagement are:

Senior Vice-president and partner	\$500
Senior Manager	\$400
Manager	\$300
Senior	\$200

In addition to the professional fees set out above, MNS shall reimburse EY for all expenses incurred in connection with the performance of the Services. You agree that EY's expenses borne by MNS may include the cost of external experts deemed necessary by EY, including without limitation legal counsel. The costs of administrative expenses such as printing, photocopies, telephone, facsimile, courier, and administrative support will be billed to MNS at 5% of EY's professional fees. Reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement will also be charged. The fees and expenses set out above do not include any applicable taxes or duties.

EY's fees, expenses and any applicable taxes will be invoiced monthly as time and expenses are incurred. Accounts are due when rendered and interest accrues at 12% per annum on balances unpaid after 30 days. EY may suspend performance of the Services in the event the MNS fails to pay its account.

Other terms and conditions

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

The Services may involve our review of, or advice relating to, agreements to which you are a party with, or products produced by, a third party (an "EY Client") for which EY (or another EY Firm) performs, or has performed, services unrelated to the agreements or products. On behalf of yourself and your affiliates, you acknowledge and consent to our performance of such services for any EY Client, and agree that neither you nor your affiliates will make a claim that these circumstances present a conflict of interest, real or perceived, for us or any other EY Firm. If, however, our services for an EY Client directly relate or related to the agreements or products, we will seek the consent of both you and the EY Client to the continued performance of the Services. In any event, we confirm that, except as you and the EY Client otherwise agree in writing, your respective confidential or privileged information will remain confidential to that client in accordance with applicable professional standards.

The attached Appendix A entitled *Terms and Conditions* forms an integral part of this engagement letter and governs our respective rights and obligations related to or arising out of this engagement.



Building a better
working world

Please execute this letter below confirming your agreement to proceed with this engagement in accordance with the terms of this engagement letter and its Schedules.

Yours very truly,

Ernst & Young Inc.

Per:

Joe Healey
Senior Vice-President

We hereby concur with the terms of the foregoing engagement.

Metis Nation - Saskatchewan Secretariat Inc.

by

Name: Robert Doucette

by

Name: Gerald Morin

We have the authority to bind Metis Nation - Saskatchewan Secretariat Inc.



Building a better
working world

Appendix A GENERAL TERMS AND CONDITIONS

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards.
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, as well as to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
 - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
 - (b) to the extent, and for the purposes, required by law (and you will promptly notify us of any such requirement, to the extent you are permitted by law to do so),
 - (c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or
 - (d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or



Building a better
working world

tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Notice re: Québec

16. From time to time, we may have individual partners and employees performing the Services who are members of the *Ordre des comptables professionnels agréés du Québec* (the "Québec Order"). Any individual member of the Québec Order practising the profession of chartered professional accountant assumes full personal civil liability arising therefrom, regardless of his or her status within our organization. He or she may not invoke the liability of our organization as a ground for excluding or limiting his or her own personal liability for the practice of the profession. The sections that follow below under the heading "Limitations" shall not apply to limit the personal civil liability of individual members of the Québec Order arising from their practice of the chartered professional accountant profession (and to such extent, shall be deemed to not be included in this Agreement).

Limitations

17. You (and any others for whom Services are provided) may not recover from us, in contract or tort (including negligence), under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
18. Our total aggregate liability to you (and any others for whom Services are provided) for any loss or damage arising out of or relating to this Agreement or the Services shall be limited to the amount of the fees you have paid us for the particular Services directly giving rise to such loss or damage. This limitation applies regardless of whether our liability arises under contract, tort (including negligence), statute or otherwise. This limitation will not limit liability for loss or damage caused by our fraud or willful misconduct and will not apply to the extent prohibited by applicable law or professional regulations.
19. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several and not

joint and several, solidary or *in solidum*, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

20. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services (and the parties agree that the limitation periods established by the *Limitations Act, 2002* (Ontario) or any other applicable legislation shall be varied and/or excluded accordingly). This limitation will not apply to the extent prohibited by applicable law or professional regulations.
21. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us. Sections 17 through 20 and this Section 21 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to rely on and enforce them.

Indemnity

22. To the fullest extent permitted by law, you shall indemnify and hold EY, its personnel and agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by them related to or arising out of this engagement, except to the extent solely and directly caused by the fraud or wilful misconduct of EY, its personnel or agents.

Intellectual property rights

23. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("Materials") in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
24. Upon payment for the Services, you may use any Materials included in the Reports, as well as the



Building a better
working world

Reports themselves, solely as permitted by this Agreement.

Confidentiality

25. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
- (a) is or becomes public other than through a breach of this Agreement,
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
26. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
27. We may provide Client Information to other EY Firms (which are listed at www.ey.com), EY Persons, and service providers to EY and other EY Firms, all of whom may collect, use, transfer, store or otherwise process (collectively "Process") it in various jurisdictions in which we and they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide technology or administrative services, or for quality, risk management or financial accounting purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.
28. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require

specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

29. EY, the other EY Firms and our respective service providers may Process Client Information that can be linked to specific individuals ("Personal Data") in various jurisdictions in which we and they operate, for the purposes described in section 27. All Personal Data will be Processed in accordance with applicable law and professional regulations. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements and we shall be responsible to you for maintaining the confidentiality of Personal Data, regardless of where or by whom such Personal Data is Processed on our behalf. Our Canadian privacy policy is available at www.ey.com/ca.
30. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law.

Fees and expenses generally

31. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices.
32. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
33. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

34. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

35. This Agreement applies to the Services whenever performed (including before the date of this Agreement).



Building a better
working world

36. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
37. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
38. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

Governing law and dispute resolution

39. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of law. Any dispute, claim or other matter arising out of or relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the Ontario courts, to which each of us agrees to submit for these purposes.

Miscellaneous

40. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
41. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
42. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that any others for whom Services are

provided shall be bound by the terms of this Agreement and the applicable Statement of Work.

43. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
44. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
45. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
46. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
47. Neither of us may use or reference the other's name, logos or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.
48. Without limiting any other terms of this Agreement, the provisions of Sections 22, 27, 29 and 43 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to rely on and enforce them.
49. *For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designate there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time other EY Firms providing Services as our subcontractors may bill you directly for fees and expenses incurred for work performed outside of Canada (in local currency or otherwise).*
50. Where you have engaged the Canadian firm of Ernst & Young LLP, please note the following. We are a registered limited liability partnership ("LLP") continued under the laws of the province of Ontario and we are registered as an extra-provincial LLP in Quebec and other Canadian provinces. Generally, an LLP partner is not personally liable for the debts, obligations or liabilities of the LLP arising from the negligence of persons not under his or her direct supervision (including other LLP partners) or most other debts or obligations of the LLP. As an LLP, we are required to maintain certain insurance. Our insurance exceeds the mandatory professional liability insurance requirements established by any provincial Institute of Chartered Accountants/Order of Chartered Professional Accountants.

Confidential

Métis Nation - Saskatchewan Secretariat Inc.
231 Robin Crescent
Saskatoon, SK S7L 6M8
("MNS", "you" or the "Client")

May 1, 2016.
~~21 April 2016~~ *RGD*

Attention: Robert Doucette and Gerald Morin

Independent Oversight Advisor - Métis Nation - Saskatchewan

Dear Mr. Doucette and Mr. Morin:

This letter will document certain requested changes to the terms of the engagement agreement between Ernst & Young Inc. ("we" or "EY") and MNS dated 17 February 2016 (the "Engagement Agreement"). Unless specifically amended herein, all terms and conditions, billing rates, and any rights and obligations of EY and MNS, respectively, in the Engagement Agreement remain in full force and effect excepted as modified herein. Any capitalized terms not specifically defined herein are as defined in the Engagement Agreement.

Background

Her Majesty the Queen in Right of Canada, represented by the Minister of Indigenous Affairs and Northern Affairs (the "Government of Canada") has agreed to provide funding of \$150,000.00 to MNS as per a funding agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan, as amended by an Amending Agreement dated ~~XX April 2016~~ (the "~~April 2016 MNS Funding Agreement~~").

May 1, 2016. RGD
~~2016 MNS Funding Agreement~~ *RGD*

Pursuant to the April 2016 MNS Funding Agreement, EY shall receive amounts payable to MNS by the Government of Canada (the "April 2016 Funds") to facilitate payments for the following:

- ▶ Hold one Provincial Métis Council meeting to allow MNS to continue its planning towards a duly called Metis National Legislative Assembly;
- ▶ Preserve and maintain the Registry; and
- ▶ Pay necessary outstanding rent and other occupancy and asset preservation costs for the premises located at the Premises.

RGD

Scope of Services

EY's scope of Services are amended to include:

- ▶ Using the April 2016 Funds in order to issue payments on behalf of MNS:
 - pay for expenses associated with the Provincial Métis Council meeting;
April 16-17, 2016; Regina. AGD 47
 - payment of rent and any other amounts related to the Premises, as requested by MNS and approved by the Government of Canada;
 - other expenditures requested by the MNS and approved by the Government of Canada in writing; and
 - pay EY's fees, expenses, disbursements and applicable taxes pursuant to the Engagement Agreement;

(collectively, the "April 2016 Funded Services")

- ▶ Operate a segregated trust bank account to receive funds for registration, sponsorship, or any other funding or revenue sources in respect of the 2016 Back To Batoche celebrations, and to pay for expenses associated with the 2016 Back To Batoche celebrations, as authorized by [name of the BTB committee]. For greater certainty, EY shall assume no management, decision making authority or be deemed to be liable for any of the expenses incurred by the [name of the BTB committee], but shall receive funds and make disbursements according to the written directions of the [name of the BTB committee].
- ▶ Any other matters which EY and MNS agree are relevant to carrying out MNS' obligations under the MNS Agreement, and which are approved by the Government of Canada.

For greater certainty, EY shall have no further obligation to provide the April 2016 Funded Services once the April 2016 Funds have been depleted. Upon the depletion of the April 2016 Funds, the Backup, and keys to the Premises shall be returned to MNS, upon prior written notice to MNS and the Government of Canada.

EY and MNS irrevocably agree that any dispute as to the use of the April 2016 Funds shall be exclusively referred for determination to the Government of Canada. The determination of the Government of Canada shall be final and binding upon the parties.

In the event of termination of the Engagement Agreement, for any reason whatsoever, any unapplied April 2016 Funds shall be paid by EY as agreed by MNS and the Government of Canada.

Term

The term of the Engagement Agreement is hereby extended to June 30, 2016, unless terminated earlier in accordance with the provisions of the Engagement Agreement.

This letter shall be governed by and construed in accordance with the laws of the Province of Ontario.

Please execute this letter below confirming the foregoing amendments to the Engagement Agreement.

Yours very truly,

Ernst & Young Inc.

Per:



Joe Healey
Senior Vice-President

We hereby concur with the terms of the foregoing engagement.

Metis Nation - Saskatchewan Secretariat Inc.

by  _____

Name: Robert Doucette

Title: President

by _____

Name: Gerald Morin

Title: Vice President

We have the authority to bind Metis Nation - Saskatchewan Secretariat Inc.





Ernst & Young LLP
410 - 22nd Street East, Suite 1200
Saskatoon, SK S7K 5T6

Tel: +1 306 934 8000
Fax: +1 306 653 5889
ey.com

Confidential

Métis Nation - Saskatchewan Secretariat Inc.
231 Robin Crescent
Saskatoon, SK
S7L 6M8
("MNS", "you" or the "Client")

17 June 2016

Attention: Robert Doucette and Gerald Morin

Independent Oversight Advisor - Métis Nation - Saskatchewan

Dear Mr. Doucette and Mr. Morin:

This engagement letter, together with any attachments (collectively, the "Agreement") confirms the terms and conditions on which Ernst & Young Inc. ("we" or "EY") has been engaged by MNS to provide certain professional services (the "Services").

Background

MNS is the administrative body by which the policies and programs of the Métis Nation - Saskatchewan may be carried out and administered.

Her Majesty the Queen in Right of Canada, represented by the Minister of Indian Affairs and Northern Development (the "Government of Canada") has agreed to provide funding to Métis Nation - Saskatchewan as per the Funding Agreement (Agreement No: 1415-HQ-000097) entered into between the Government of Canada and the Métis Nation - Saskatchewan, April 1, 2014, as amended by

- the undated Amending Agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan,
- the May 1, 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan, and
- the June 2016 Amending Agreement entered into between the Government of Canada and the Métis Nation - Saskatchewan ("Amending Agreement #3")

(collectively, the "MNS Agreement"). As part of the MNS Agreement, an "Expert Advisor" must be retained.

As additional background information, Article 2 of the Constitution of the Metis Nation-Saskatchewan relates to the MNLA (as defined below). Below are a few key sections contained within the Constitution:

- 2(1). There shall be a MNLA which shall be the governing authority of the Metis Nation-Saskatchewan.
- 2(3). The MNLA shall have the authority to enact legislation, regulations, rules and resolutions governing affairs and conduct of the Metis in Saskatchewan.
- 2(10). All budgets shall be determined by the Metis Nation Legislative Assembly, based upon the recommendations of the Provincial Metis Council.

Scope of Services

EY's scope of Services includes:

- ▶ Receiving the amounts payable to MNS by the Government of Canada pursuant to Amending Agreement #3 (the "Funds") and holding the Funds in an interest bearing trust account.
- ▶ Using the Funds in order to issue payments on behalf of MNS for the following (receipts for all expenses must be scanned and provided to EY):

- pay for expenses associated with MNS non-partisan communications to inform Métis in Saskatchewan of the upcoming 2016 Métis Nation Legislative Assembly (the "MNLA"), 2016 General Assembly (the "GA") and 2016 MNS election (the "Election") (the "Communications Plan");
 - the Communications Plan will include, but is not limited to, restoring and updating the MNS website, interviews where required, information notices in newspapers, and information sessions at the 2016 Back to Batoche Festival;
 - pay for expenses associated with planning and organizing Provincial Métis Council ("PMC") meetings (including sub-committees and regional councils) to prepare for the MNLA, GA and Election (the "Meetings"), including but not limited to booking meeting rooms, and accommodations for attendees, and retaining a minute taker for Meetings. The Meetings shall include
 - three (3) Meetings leading up to the MNLA, and two (2) each quarter following the Election,
 - sub-committee meetings, as determined by the PMC through to the Election, and
 - one (1) meeting for each of the regional councils leading up to the MNLA;
 - reimburse expenses for those attending the Meetings in accordance with the existing Government of Canada expense reimbursement policy, a copy of which is available at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> (receipts for all reimbursable expenses must be scanned and provided to EY);
 - pay for expenses associated with the non-partisan coordinating and implementing the MNLA and GA, including but not limited to, fees for legal services related to governance matters and constitutional discussions;
 - pay for expenses associated with the Election, including but not limited to, fees for the retention of an external neutral expert to assist MNS with the process;
 - pay any and all amounts related to the premises located at 231 Robin Crescent, Saskatoon, SK S7L 6M8 (or any replacement premises), including but not limited to occupancy and insurance costs as requested by MNS and supported by a majority resolution of the PMC;
 - maintain an offsite backup of the Métis citizenship records (the "Backup");
 - pay other expenditures requested by the MNS and supported by a majority resolution of the PMC; and
 - pay EY's fees, expenses, disbursements and applicable taxes pursuant to this Agreement;
- (collectively, the "Funded Services")
- ▶ Receiving the funds from the sale by MNS of the MNS library (the "Library Funds") and holding the Library Funds in an interest bearing trust account.
 - ▶ Using the Library Funds in order to issue payments on behalf of MNS to pay for expenditures requested by the MNS and supported by a majority resolution of the PMC.
 - ▶ Any other matters which EY and MNS agree are relevant to carrying out MNS' obligations under the MNS Agreement, and which are supported by a majority resolution of the PMC.

For greater certainty, EY shall have no further obligation to provide Services pursuant to this Agreement once the Funds have been depleted. Upon the depletion of the Funds, the Backup shall be returned to MNS, upon prior written notice to the Government of Canada and the PMC.



EY and MNS irrevocably agree that any dispute as to the use of the Funds shall be exclusively referred for determination to the Government of Canada. The determination of the Government of Canada shall be final and binding upon the parties.

In the event of termination of this Agreement, for any reason whatsoever, any unapplied Funds shall be paid by EY to the Government of Canada.

EY shall not: (i) exercise any decision making authority on behalf of MNS; (ii) assume any management responsibilities of MNS; (iii) assume any form of control over MNS' operations, business affairs or employees; (iv) employ nor act as employer of MNS' employees; nor (v) except for the Backup, take possession of any of MNS' property.

Without limitation, the Services will not constitute (a) an audit, review or examination of financial statements in accordance with generally accepted auditing standards or (b) an examination of prospective financial statements in accordance with applicable professional standards. The Services will not include any procedures to test compliance with the laws or regulations of any jurisdiction and none of the Services or any reports will constitute any legal opinion or legal advice.

Your Obligations

Immediately upon execution of this Agreement, you shall authorize on behalf of MNS the delivery of the Funds to EY.

Term

The term of this Agreement shall commence on the date first written above, and shall terminate on March 31, 2017, unless terminated earlier in accordance with the provisions of this Agreement.

Reporting

EY shall report directly to the MNS in the format and at such intervals as are agreed by the MNS and EY, and as required pursuant to the MNS Agreement, subject to any other party signing a third party access letter.

Staffing

Joe Healey, a Senior Vice President of EY, will have will have overall responsibility for this engagement. Evan Shoforost will act the relationship partner for this engagement. EY may draw upon the resources and personnel from EY and other EY member firms as EY considers necessary in the circumstances.

EY shall be entitled to consult such external experts as it deems necessary, including legal counsel and appraisers.

Fees/remuneration

MNS shall pay EY for the Services based on time spent by the relevant professionals in performing the Services, on the basis of actual time spent at hourly rates normally charged by it for this type of work. In addition, EY will be reimbursed for such disbursements properly and reasonably incurred by EY to carry out this engagement.

EY's rates for this engagement are:

Senior Vice-president and partner	\$500
Senior Manager	\$400
Manager	\$300
Senior	\$200

In addition to the professional fees set out above, MNS shall reimburse EY for all expenses incurred in connection with the performance of the Services. You agree that EY's expenses borne by MNS may include the cost of external experts deemed necessary by EY, including without limitation legal counsel. The costs of administrative expenses such as printing, photocopies, telephone, facsimile,



courier, and administrative support will be billed to MNS at 5% of EY's professional fees. Reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement will also be charged. The fees and expenses set out above do not include any applicable taxes or duties.

EY's fees, expenses and any applicable taxes will be invoiced monthly as time and expenses are incurred. Accounts are due when rendered and interest accrues at 12% per annum on balances unpaid after 30 days. EY may suspend performance of the Services in the event the MNS fails to pay its account.

Other terms and conditions

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

The Services may involve our review of, or advice relating to, agreements to which you are a party with, or products produced by, a third party (an "EY Client") for which EY (or another EY Firm) performs, or has performed, services unrelated to the agreements or products. On behalf of yourself and your affiliates, you acknowledge and consent to our performance of such services for any EY Client, and agree that neither you nor your affiliates will make a claim that these circumstances present a conflict of interest, real or perceived, for us or any other EY Firm. If, however, our services for an EY Client directly relate or related to the agreements or products, we will seek the consent of both you and the EY Client to the continued performance of the Services. In any event, we confirm that, except as you and the EY Client otherwise agree in writing, your respective confidential or privileged information will remain confidential to that client in accordance with applicable professional standards.

The attached Appendix A entitled *Terms and Conditions* forms an integral part of this engagement letter and governs our respective rights and obligations related to or arising out of this engagement.



Please execute this letter below confirming your agreement to proceed with this engagement in accordance with the terms of this engagement letter and its Schedules.

Yours very truly,

Ernst & Young Inc.

Joe Healey
Senior Vice-President

We hereby concur with the terms of the foregoing engagement.

Metis Nation - Saskatchewan Secretariat Inc.

by
Name: ROBERT DOUCETTE
Title: President

by
Name:
Title:

We have the authority to bind Metis Nation - Saskatchewan Secretariat Inc.



Building a better
working world

Appendix A GENERAL TERMS AND CONDITIONS

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards.
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, as well as to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
 - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
 - (b) to the extent, and for the purposes, required by law (and you will promptly notify us of any such requirement, to the extent you are permitted by law to do so),

(c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or

(d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.
15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Notice re: Québec

16. From time to time, we may have individual partners and employees performing the Services who are members of the *Ordre des comptables professionnels agréés du Québec* (the "Québec Order"). Any individual member of the Québec Order practising the profession of chartered professional accountant assumes full personal civil liability arising therefrom, regardless of his or her status within our organization. He or she may not invoke the liability of our organization as a ground for excluding or limiting his or her own personal liability for the practice of the profession. The sections that follow below under the heading "Limitations" shall not apply to limit the personal civil liability of individual members of the Québec Order arising from their practice of the chartered professional accountant profession (and to such extent, shall be deemed to not be included in this Agreement).

Limitations

17. You (and any others for whom Services are provided) may not recover from us, in contract or tort (including negligence), under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
18. Our total aggregate liability to you (and any others for whom Services are provided) for any loss or damage arising out of or relating to this Agreement or the Services shall be limited to the amount of the fees you have paid us for the particular Services directly giving rise to such loss or damage. This limitation applies regardless of whether our liability arises under contract, tort (including negligence), statute or otherwise. This limitation will not limit liability for loss or damage caused by our fraud or willful misconduct and will not apply to the extent prohibited by applicable law or professional regulations.



Building a better
working world

19. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several and not joint and several, solidary or *in solidum*, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
20. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services (and the parties agree that the limitation periods established by the *Limitations Act, 2002* (Ontario) or any other applicable legislation shall be varied and/or excluded accordingly). This limitation will not apply to the extent prohibited by applicable law or professional regulations.
21. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us. Sections 17 through 20 and this Section 21 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to rely on and enforce them.
- (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information.
- (c) was known to the recipient at the time of disclosure or is thereafter created independently.
- (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
- (e) must be disclosed under applicable law, legal process or professional regulations.
26. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

27. We may provide Client Information to other EY Firms (which are listed at www.ey.com), EY Persons, and service providers to EY and other EY Firms, all of whom may collect, use, transfer, store or otherwise process (collectively "Process") it in various jurisdictions in which we and they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide technology or administrative services, or for quality, risk management or financial accounting purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.
28. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Indemnity

22. To the fullest extent permitted by law, you shall indemnify and hold EY, its personnel and agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by them related to or arising out of this engagement, except to the extent solely and directly caused by the fraud or wilful misconduct of EY, its personnel or agents.

Intellectual property rights

23. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("Materials") in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client information reflected in them).
24. Upon payment for the Services, you may use any Materials included in the Reports, as well as the Reports themselves, solely as permitted by this Agreement.

Confidentiality

25. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:

- (a) is or becomes public other than through a breach of this Agreement,

Data protection

29. EY, the other EY Firms and our respective service providers may Process Client Information that can be linked to specific individuals ("Personal Data") in various jurisdictions in which we and they operate, for the purposes described in section 27. All Personal Data will be Processed in accordance with applicable law and professional regulations. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements and we shall be responsible to you for maintaining the confidentiality of Personal Data, regardless of where or by whom such Personal Data is Processed on our behalf. Our Canadian privacy policy is available at www.ey.com/ca.
30. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law.

Fees and expenses generally

31. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which



Building a better
working world

you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices.

32. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
33. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

34. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

35. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
36. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
37. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
38. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

Governing law and dispute resolution

39. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of law. Any dispute, claim or other matter arising out of or relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the Ontario courts, to which each of us agrees to submit for these purposes.

Miscellaneous

40. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
41. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must

agree in writing to modify this Agreement or any Statement of Work hereunder.

42. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that any others for whom Services are provided shall be bound by the terms of this Agreement and the applicable Statement of Work.
43. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
44. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
45. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
46. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
47. Neither of us may use or reference the other's name, logos or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.
48. Without limiting any other terms of this Agreement, the provisions of Sections 22, 27, 29 and 43 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to rely on and enforce them.
49. For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designate there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time other EY Firms providing Services as our subcontractors may bill you directly for fees and expenses incurred for work performed outside of Canada (in local currency or otherwise).
50. Where you have engaged the Canadian firm of Ernst & Young LLP, please note the following. We are a registered limited liability partnership ("LLP") continued under the laws of the province of Ontario and we are registered as an extra-provincial LLP in Quebec and other Canadian provinces. Generally, an LLP partner is not personally liable for the debts, obligations or liabilities of the LLP arising from the negligence of persons not under his or her direct supervision (including other LLP partners) or most other debts or obligations of the LLP. As an LLP, we are required to maintain certain insurance. Our insurance exceeds the mandatory professional liability insurance requirements established by any provincial Institute of Chartered Accountants/Order of Chartered Professional Accountants.



Building a better
working world

Ernst & Young LLP
410 - 22nd Street East, Suite 1200
Saskatoon, SK S7K 5T6

Tel: +1 306 934 8000
Fax: +1 306 653 5859
ey.com

30 June 2016

Métis Nation – Saskatchewan Secretariat Inc.
231 Robin Crescent
Saskatoon, SK
S7L 6M8
("MNS", "you" or the "Client")

Attention: Robert Doucette and Gerald Morin

Dear Sir:

Re: Engagement letter dated June 17, 2016 between MNS and Ernst & Young Inc. ("EY") re: Independent Oversight Advisor – Métis Nation - Saskatchewan (the "Engagement Letter")

The parties hereby acknowledge that in entering into the Engagement Letter, it was the intention of the parties that the Engagement Letter be subject to Section 12.2 of the MNS Agreement (as defined in the Engagement Letter).

Yours very truly,

Ernst & Young Inc.

Joe Healey

Joe Healey
Senior Vice-President

We hereby concur with the terms of the foregoing engagement.

Metis Nation – Saskatchewan Secretariat Inc.

by *Robert Doucette*
Name: ROBERT DOUCETTE
Title: PRESIDENT

by *[Signature]*
Name:
Title:

We have the authority to bind Metis Nation – Saskatchewan Secretariat Inc.

[Handwritten initials]

Appendix B



MÉTIS NATION – SASKATCHEWAN PROVINCIAL MÉTIS COUNCIL *Summary of June 2015 - June 2016 Meetings*

Summary of Provincial Métis Council (PMC) meeting discussions and decisions
NOT the official minutes of the business conducted by the PMC

JUNE 4 and 5, 2016

Update from Legal Counsel (Jay Watson)

The meeting discussed the ownership of the Batoche lands.

The following resolution was passed:

“That the MN-S PMC directs its Legal Counsel to register the appropriate legal documentation required to change the registered owner of the Batoche lands to “MN-S Secretariat Inc.”

Update from the Federal Government (re: Funding Agreement)

The meeting was informed that Minister Bennett had approved the Gabriel Dumont Institute’s purchase of the MN-S historic library, and had also approved proceeding towards an agreement for the next phase of funding for the MN-S, with funding for an Expert Advisor to oversee the management of funding and operations, until March 31, 2017.

Update from the Back to Batoche Committee

An update was provided on the 2016 Back to Batoche Festival scheduled July 14 to 16, 2016.

The following resolutions were passed:

“That the MN-S PMC requests funds in the amount of \$50,000 from the Clarence Campeau Development Fund, for the 2016 Back to Batoche Festival Inc.”

“That the MN-S PMC requests funds in the amount of \$100,000 from the Clarence Campeau Development Fund, for Back to Batoche capital investments.”

“That the MN-S PMC requests funds in the amount of \$200,000 from the Clarence Campeau Development Fund, to go towards Back to Batoche retroactive capital investments.”

“That the MN-S PMC directs that any funds in any previously established bank accounts for Batoche, be transferred immediately into the designated Back to Batoche account currently held by Ernst & Young.”

During discussion it was agreed that an invitation be extended to the CCDF Board of Directors to attend a future MN-S PMC meeting to discuss Batoche and/or other matters.

Update from the MNLA Committee

An update was provided on preparations for the Métis Nation Legislative Assembly to be held in the Gallagher Convention Centre in Yorkton on July 30-31, 2016.

Legal Notice for MNLA

The following resolutions were passed:

“That the MN-S PMC directs that the 30-day notice of the MN-S Métis Nation Legislative Assembly be signed by the MN-S President or Vice-President, depending on their availability

“That the MN-S PMC directs that the letter provided at the June 4 and 5, 2016 MN-S PMC Meeting from Ernst & Young LLP to the MN-S Locals/Presidents and PMC Members regarding “Preparation for upcoming MNLA to be held on July 30-31, 2016”, dated 30 May 2016, be posted on the MN-S website and that a link to the letter be posted on the MN-S Facebook page.”

GDI Appointment for Eastern Region 1

The following resolution was passed:

“That the MN-S PMC appoints Brian Chaboyer as the Eastern Region 1 Representative on the Gabriel Dumont Institute Board of Governors.”

Letter to Saskatchewan Power

It was confirmed that SaskPower now recognized Delta Métis Local 42 as the Métis local in Cumberland House, and would soon be attending a public community meeting.

Finance Committee

The Finance Committee reported that details regarding various MN-S entities and some prior expenditures, were still being pursued.

The following resolutions were passed:

“That the MN-S PMC directs the Executive to provide to Ernst & Young or the Finance Committee, by June 15, 2016, any financial or other information available since the June 16, 2012 Métis Nation Legislative Assembly for presentation at the 2016 MNLA, with respect to the MN-S and its affiliates under the umbrella of the MN-S, including (but not limited to):

- *BTB Festival Days Inc.*
- *BTB Land Management Inc.*
- *Provincial Métis Holdco Inc.*
- *Provincial Métis Housing Corporation*
- *Round Prairie Ventures Inc.*
- *Round Prairie Developments Limited*
- *The Métis Society of Saskatchewan Inc.”*

“That the MN-S PMC directs its Chief Executive Officer (CEO) to take the following actions, with respect to cell phone costs:

- *Cancel Treasurer Louis Gardiner’s cell phone from the MN-S SaskTel account, effective immediately;*
- *Pay cell phone bills for the Executive members (excluding Mr. Gardiner) until July 31, 2016;*
- *Pay cell phone bills for CEO Mavis Taylor, until she ceases employment with MN-S;*
- *Reimburse Vice-President Gerald Morin’s cell phone bills from February 2015 to April 2016 inclusively (up to a reasonable amount to be determined with Ernst & Young); and*
- *Reimburse CEO Mavis Taylor’s cell phone bills, retroactively to her start date as MN-S CEO (up to a reasonable amount to be determined with Ernst & Young).”*

“That the MN-S PMC directs Ernst & Young to reimburse the Manitoba Metis Federation for meeting costs associated with the June 12-13, 2015 PMC Meeting held in Saskatoon, Saskatchewan (for hotel, travel, meals and meeting room costs).”

Delegates for Upcoming MNC Annual General Assembly in Winnipeg

The following resolution was passed:

“That the MN-S PMC appoints the following delegates to attend the June 16, 2016 Métis National Council (MNC) Constitutional Update and the June 17 – 18, 2016 MNC Annual General Assembly: Lela Arnold, Earl Cook, Robert Doucette, May Henderson, Chester Herman, Penny Hurton, Helene Johnson, Billy Kennedy, Derek Langan, Glen McCallum, Darlene McKay, Tammy Mah, Gerald Morin, Lennard Morin, and a Western Region 1 representative, to be determined.”

Update from Expert Advisor – Ernst & Young

It was noted that the minutes of the January 16 to 17, 2015 PMC meeting, may not have been approved.

The following resolutions were passed:

“That the MN-S PMC adopts the Minutes of its January 16 – 17, 2015 meeting.”

“That the MN-S PMC appoints Will Goodon and Kathy Hodgson-Smith as Speaker and Deputy Speaker for the MNLA 2016.”

“That the MN-S PMC encourages President Robert Doucette to sign the funding agreement between the Government of Canada and the MN-S, as presented to the MN-S PMC on June 4, 2016 by Richard Quintal, and authorizes Vice-President Gerald Morin to sign the agreement on behalf of the MN-S, in the event the President declines to sign.”

Establishment of the MN-S Election Committee

The meeting acknowledged the need to establish an Election Committee to assist in coordinating the 2016 MN-S Election.

The following resolutions were passed:

“That the MN-S PMC appoints Lela Arnold, Earl Cook, Chester Herman and Lennard Morin to participate on the MN-S Election Committee, and to collaborate accordingly with the CEO, in preparing for the 2016 MN-S Election.”

“That the MN-S PMC directs that all PMC member positions terminate August 2, 2016, and that Ernst & Young and the MN-S CEO manage MN-S affairs during the 30-day period prior to the election.”

“That the MN-S PMC directs Ernst & Young to pay the salary for the CEO from available funds, pursuant to the signed employment agreement.”

Website Update

The meeting was informed that a new website had been set up and required approval to activate.

The following resolution was passed:

“That the MN-S PMC directs Ernst & Young to arrange to activate the new MN-S website, as soon as possible.”

Youth Appointments

The following resolution was passed:

“That the MN-S PMC:

- *Reaffirms its earlier decision that 26 youth delegates attend the June 26, 2016 Youth Leadership Conference sponsored by Gabriel Dumont Institute: two delegates from each of the 12 regions, plus two delegates designated by Minister of Youth Gerald Morin and Associate Minister of Youth Billy Kennedy; and further*
- *Approves Minister of Youth Morin and Associate Minister of Youth Kennedy’s attendance at the June 26, 2016 Youth Leadership Conference.”*

Next PMC Meeting

The following resolution was passed:

“That the next MN-S PMC meeting be held June 16, 2016 in Winnipeg, Manitoba at 5:00 p.m.”

APRIL 16 and 17, 2016

Back to Batoche Committee

An update was provided on Back to Batoche 2016, scheduled July 14 to 16, 2016. Comments were offered on: potential sponsorship opportunities; upgrades required to the grounds, the main house and the bathrooms; an unveiling ceremony for the Veteran’s monument; and transforming the main house into an administrative office for Batoche.

A response would be sent to the Clarence Campeau Development Fund CEO, explaining the request for funding, for updates to the Batoche grounds.

Notice had been issued to the tenants of the main house to vacate the premises by May 3, 2016. The rental agreement signed by the President and the tenants was reviewed.

Royal Bank of Canada

The meeting was informed that RBC’s Legal Counsel had been advised that the MN-S’ funding would likely be reinstated, pending some further processes. RBC subsequently requested updates and assurances that the debt would be paid.

Health Data Governance

Dr. Robert Henry and Dr. Caroline Tait presented information on a health data governance project they were working on. Dr. Tait agreed to communicate with Darlene McKay, Minister of Health, to confirm five or six PMC representatives to participate on the project’s Advisory Committee and in discussions on data governance.

Daniels Decision

MNC President Chartier explained that the Supreme Court of Canada’s April 14, 2016 announcement recognized that the federal government’s duties and responsibilities applied to all three of Canada’s Indigenous peoples, including the Métis.

Métis Legal Research and Education Foundation (MLREF) Inc.

The meeting discussed the initial intent of the MLREF in 2002, to provide access as required to free legal services for Métis court cases. A number of cases the MLREF legal team had taken on were reviewed, and members of the MLREF legal team, who provided pro bono legal services, were recognized.

The following resolution was passed:

“Whereas the MN-S, the MNC, several scrip recipients and Elders, and Local Presidents filed a Statement of Claim to the lands of Northwest Saskatchewan in March 1994; and

Whereas the Court of Queen’s Bench has stayed the case since 2004 to allow for the Métis plaintiffs to provide further disclosure of

requested documents by the federal government; and

Whereas the last law firm in Saskatoon which was retained by the MN-S PMC withdrew its services in 2008 due to a lack of fiscal capacity on the part of the MN-S; and

Whereas the federal government is prepared to engage in a reconciliation process with the Métis Nation as represented by the MNC and its Governing Members, including the MN-S; and

Whereas the Supreme Court of Canada on April 14, 2016 ruled that Métis are included in the term "Indians" in s. 91(24) of the Constitution Act, 1867; and

Whereas the Métis Legal Research and Education Foundation Inc. is currently defending three Métis hunters and fishermen from Meadow Lake and Chitek Lake, which are part of the Métis rights bearing community in Saskatchewan; and

Whereas there is a need to engage the representation of a law firm to address the outstanding issues of the Statement of Claim and pursue negotiations regarding Métis access to and governance over the lands of Northwest Saskatchewan as a test case;

Therefore be it resolved that the MN-S PMC hereby retains the Métis Legal Research and Education Foundation Inc. to provide the legal services required by the litigation and/or to assist the MN-S to pursue an out of court resolution through any means, including the upcoming reconciliation process flowing from Ministerial Special Representative Tom Isaac's report."

Delta Métis Local 42 (Cumberland House)

The following resolution was passed:

"That the MN-S PMC request that Earl Cook assist Lennard Morin in drafting:

- A letter to be sent to a recently formed local in Cumberland House, with a copy to the existing Delta Métis Local 42 (Cumberland House), explaining the process outlined in the MN-S Constitution for establishing a new local; and
- A separate letter to Bill Boyd, Minister Responsible for Saskatchewan Power Corporation, informing that Delta Métis Local 42 was the appropriate local with which to communicate in Cumberland House."

Government of Saskatchewan Heritage Property Act

Gareth Evans, Heritage Designations Advisor, Ministry of Parks, Culture and Sport, offered information on applying for heritage designation, for specific elements of a site (i.e. the Batoche festival site, buildings on the Batoche site, and/or the monument only).

A template letter of support would be drafted, for designating the Batoche site and the buildings on the Batoche site as "Heritage Sites", which PMC members could complete and submit accordingly.

Sale of the MN-S Library

The meeting discussed selling the MN-S' historic library to the Gabriel Dumont Institute (GDI) rather than to the Manitoba Metis Federation.

At the request of the Mover and Seconder, and with the consent of the PMC, the following resolution passed by the PMC on March 31, 2016, was duly rescinded: "That the Métis Nation – Saskatchewan (MN-S) Provincial Métis Council accept the offer from the Manitoba Metis Federation to purchase the MN-S historic library (inclusive of the microfiche and map collection) for the amount of \$500,000".

The following new resolution was passed:

"That the MN-S PMC accept the offer from the Gabriel Dumont Institute to purchase the MN-S historic library (inclusive of the microfiche and map collection) for the amount of \$500,000."

Ernst & Young Directives

The roles of the Expert Advisor were discussed.

The following resolution was passed:

"That the MN-S PMC directs that Robert Lafontaine provide to Ernst & Young, financial information (including detailed cash disbursements and bank statements) related to MN-S affiliates (including the Provincial Métis Housing Corporation and Round Prairie Ventures Inc.), for the purpose of informing the PMC."

Components of a New Funding Agreement

The meeting discussed components of an interim three-month funding agreement, intended to enable EY to continue as the MN-S' independent Expert Advisor.

The following resolution was passed:

“That the MN-S PMC supports the proposed funding agreement presented to the PMC on April 17, 2016 by Richard Quintal, INAC, which could include the following components:

- 1. Ongoing funding to keep Ernst & Young in place as the MN-S Expert Advisor until March 31, 2017 (for safeguarding the MN-S assets, payment of rent and utilities, etc.)*
- 2. Funding to support a MN-S Executive Director position*
- 3. A communications plan*
- 4. Up to a total of ten meetings of the PMC and the PMC’s subcommittees (the Métis Nation Legislative Assembly Committee and the Finance Committee), specifically focussed on supporting the 2016 Métis Nation Legislative Assembly (MNLA) and the 2016 MN-S Election processes*
- 5. Twelve Regional Council meetings*
- 6. The 2016 MNLA and General Assembly (on July 30 and 31, 2016 in Yorkton, Saskatchewan)*
- 7. The 2016 MN-S Election (on September 3, 2016), which will be facilitated by a third party, following the 2007 MN-S Election process.”*

MARCH 31, 2016

Royal Bank of Canada (RBC) Letters

The meeting acknowledged the March 29, 2016 formal demand letters sent to the MN-S on behalf of the RBC, demanding payment of outstanding sums. MN-S’ Legal Counsel had since informed RBC’s Legal Counsel that the MN-S had scheduled a MNLA and an election, and further discussed the feasibility of the MN-S and RBC working towards a forbearance agreement. The Finance Committee and EY agreed to further discuss how to proceed.

Details of a New Funding Agreement

It was confirmed that the PMC’s achievements had been conveyed to Minister Bennett, including setting a date for the 2016 MNLA in Yorkton and calling an election. Comments were offered on funding packages, compiled for the Minister’s consideration.

Initial Funding Agreement with EY – Conclusion Date

The meeting acknowledged that the current agreement between the MN-S and EY indicated

a conclusion date of March 31, 2016.

The PMC agreed that:

- EY will remain the MN-S’ Expert Advisor beyond March 31, 2016, while efforts proceeded towards finalizing a new agreement between the MN-S and EY
- Budget amounts and activities in the new agreement will be reviewed by the MN-S and EY
- A letter signed by the MN-S President or Vice President, will suffice to confirm that the initial engagement letter between MN-S and EY remains in force beyond its March 31, 2016 conclusion date, pending completion of a new agreement.

2016 MNLA and Election

The meeting discussed preparations required for the upcoming MNLA and election. It was agreed that the model developed for the 2007 MN-S Election Process would be improved for the 2016 Election Process (i.e. ballot boxes would be provided at the appropriate pre-determined locations).

EY’s Administration of Back to Batoche Funds

EY was requested to administer the receipt and disbursement of funds related to Back to Batoche 2016, through a dedicated trust account managed by EY.

Access to Clarence Campeau Development Fund (CCDF) Fund

The following resolution was passed:

“That the MN-S PMC direct Darlene McKay, Chair of the Back to Batoche Committee, to send a letter to the CEO of the Clarence Campeau Development Fund, copied to the appropriate representative at INAC, requesting \$300,000 to upgrade the Batoche grounds (\$100,000 for 2016 and \$200,000 for prior years), along with an explanation of the tasks to be completed with the funds requested.”

The potential designation of the Batoche grounds as a cultural site, was being investigated.

MN-S Representation (Legal Counsel / CEO)

The meeting discussed options for retaining Legal Counsel and a CEO to assist the PMC, the Finance Committee and the MNLA Committee in achieving their objectives.

MN-S Library Offers

The meeting was informed that potential sale of the MN-S' historic library was discussed with officials and the Presidents of the Métis Nation of Alberta and the Manitoba Metis Federation. Both organizations offered to purchase the library. Members agreed that proceeds from the sale of the MN-S library could be applied towards paying off the organization's outstanding debt.

The following resolution was passed:

"That the MN-S PMC accept the offer from the Manitoba Metis Federation to purchase the MN-S historic library (inclusive of the microfiche and map collection) for the amount of \$500,000."

MARCH 4 and 5, 2016

Ratification of Interim Eastern Region 3 Regional Director

The following resolution was passed:

"That the MN-S PMC ratifies Shelly Kapell as Interim Regional Director for Eastern Region 3."

Clarence Campeau Development Fund (CCDF)

Roland Duplessis, Chief Executive Officer, CCDF, reviewed CCDF's objective to stimulate the economic development activities of Métis people and communities.

Gabriel Dumont Institute (GDI)

Geordy McCaffrey, Executive Director, GDI, acknowledged a variety of university-based training and education programs the GDI offered.

Financial Report

EY representatives commented on preliminary estimates of the financial assets and liabilities of the MN-S Secretariat Inc., Provincial Métis Holdco, and MN-S Secretariat Inc. The meeting discussed the value of the MN-S library and artefacts, and considered options to protect the MN-S assets, while potentially alleviating some of the MN-S' financial issues.

MN-S Corporate Registry

EY agreed to contact the MN-S Legal Counsel to seek direction on the process for removing

Janice Henry, Bryan Lee and Alex Morin from the Corporate Registry "Notice of Directors" list.

MNLA / Election Date

The following resolutions were passed:

"That the MN-S PMC set July 30 and 31, 2016 as the dates for the 2016 Métis Nation Legislative Assembly."

"That the MN-S PMC set September 3, 2016 as the date for the 2016 MN-S Election, with advance polls scheduled on August 27, 2016."

Presentation on Climate Issues

Kathy Hodgson-Smith provided a presentation on climate issues, and commented on a March 3, 2016 report, "Vancouver Declaration on Clean Growth and Climate Change".

Letters to Locals and Regions

A list was provided to each PMC member indicating contact information for the locals and other representatives in their regions. Any revisions were requested promptly.

Métis Local 42 - President Elections

Concerns were expressed that that the Mayor and Council of Cumberland may be seeking to call an election for Métis Local 42, which was contrary to Article 7 of the Constitution.

MN-S Website

The meeting was informed that the MN-S' web designers had taken the MN-S website down, as payment for their services was outstanding.

INAC – Next Steps

The meeting discussed potential "Next Steps" leading up to the MNLA and the MN-S Election. It was noted that Canada was keen to collaborate on moving forward, and that Minister Bennett had been kept informed regarding the PMC's discussions and progress.

The following resolution was passed:

"That the MN-S PMC supports INAC drafting, prior to March 31, 2016, a three-month interim funding proposal inclusive of high level objectives, deliverables and outcomes, to retain Ernst & Young beyond March 31, 2016."

It was agreed that while the proposal was being processed, the PMC could move forward in preparing for the MNLA.

Support for La Loche Programs

The following resolution was passed:

“That the MN-S PMC supports INAC working closely with the Métis citizens of La Loche and moving forward with programs in the community, given their extenuating circumstances.”

MNC Registry Meeting / CSA Standing Committee

The following resolution was passed:

“That the MN-S PMC directs that:

- a) Chester Herman attend the June 22, 2016 MNC Registry Meeting in Vancouver as the MN-S elected representative; and*
- b) Karen Larocque be invited to attend the June 22, 2016 MNC Registry Meeting in Vancouver as the MN-S technical representative, and to also participate on the CSA Standing Committee.”*

Youth Representatives’ Meeting

Efforts continued towards convening a meeting of youth representatives. It was noted that two youth representatives from each region and two additional youth representatives, would be invited to attend the meeting (a total of 26). The youth meeting could select one youth representative to sit at the MN-S PMC table, and four youth representatives to attend the MNLA.

Back To Batoche

The following resolutions were passed:

“That the MN-S PMC supports Darlene McKay, Chair, Back to Batoche Committee, in accessing business support funding and community grant funding, for Back to Batoche 2016.”

“That the MN-S PMC hereby directs that:

- Darlene McKay, Chair, Back to Batoche Committee, begin preparing for 2016 Back to Batoche Days;*
- Thirty (30) days written “Notice to Vacate” be provided to those residing in the house on the Batoche grounds owned by the Métis Nation (including direction to remove all farm implements and machinery the residents are storing on the site), as the house will be required as a meeting/working space for those appointed by the Chair to be in charge of Batoche; and further*
- That the Chair of the Back to Batoche Committee, also look into the prospect of renovating and residing in the home for the 2016 summer.”*

During discussion, it was requested that an invitation be extended to Prime Minister Trudeau to attend Back to Batoche 2016.

Appointment to MN-S Commission on Governance Report and Citizenship

EY agreed to review the “Accountability Resolution”, review the mandate of the MN-S Commission on Governance Report and Citizenship, pursue the most updated version of the MN-S Human Resources Manual, and ensure the MN-S Corporate Minute Book was up to date.

The following resolution was passed:

“That the MN-S PMC appoints Chester Herman to the MN-S Commission on Governance Reform and Citizenship, replacing former PMC member Bev Worsley.”

Appointment of Additional Delegates for the March 30 and 31, 2016 MNC Policy Conference

The following resolution was passed:

“That the MN-S PMC designates the following five additional PMC members to attend the March 30 and 31, 2016 MNC Policy Conference in Vancouver: Robert Doucette, May Henderson, Shelly Kapell, Darlene McKay and Penny Hurton.”

MN-S Library and Other Assets

Members discussed the potential to resolve some financial issues through the sale of MN-S library materials and/or other assets to another Métis organization.

The following resolution was passed:

“That given the value of the MN-S collection of historic artefacts and the MN-S’ current financial situation, the MN-S PMC requests that Richard Quintal, INAC, seek proposals from other provincial Métis organizations to purchase the MN-S’ historic assets excluding genealogy information (as listed in the catalogues presented to the MN-S PMC on March 4, 2016), providing that the items be made accessible to the MN-S and Métis across the homeland.”

FEBRUARY 19 and 20, 2016

Report from the Third Party Manager: Ernst & Young (EY)

Evan Shoforost, EY, referred the meeting to the February 17, 2016 engagement letter between EY and MN-S, signed by the MN-S President and Vice President.

Finance Committee Meetings with EY

It was agreed that the Finance Committee would meet after the PMC meeting concluded on February 20, 2016, to discuss the organization's financial situation.

Preliminary Summary of Payables

The meeting reviewed a spreadsheet titled "MN-S Summary of Payables". A more detailed list of the organization's assets and liabilities would be considered at the next PMC meeting. It was clarified that the agreement between EY and the MN-S stipulated how the money received, could be spent.

MNLA

Members acknowledged work required leading up to the MNLA. It was agreed that a date for the 2016 MNLA be set at (or before) the March 4 and 5, 2016 PMC meeting.

The following resolution was passed:

"WHEREAS, "Article Six – Clerk" of the "Métis Nation of Saskatchewan Legislative Assembly Act" states that: "The Clerk of the Métis Nation Legislative Assembly will: (Article 6.1) Be the Chief Executive Officer of the Métis Nation – Saskatchewan; (Article 6.2) Be responsible for compiling the necessary documentation for the Order of the Day; and (Article 6.3) Be responsible for the agenda of the Métis Nation Legislative Assembly as directed by the Provincial Métis Council";

BE IT RESOLVED, that Mavis Taylor, Chief Executive Officer of the Métis Nation – Saskatchewan, be appointed as the Clerk of the 2016 Métis Nation Legislative Assembly; and

BE IT FURTHER RESOLVED, that this position be a paid position leading up to the MNLA being held in 2016."

The following additional resolution was passed:

"That the MN-S PMC hereby calls for a Métis Nation Legislative Assembly to be held."

During discussion, it was clarified that a previous decision was made that the next MNLA would be held in Yorkton, Saskatchewan.

Portfolio Assignments

The meeting noted that in accordance with "Article Nine – Reporting" of the Legislative Assembly Act, Ministerial Reports were to be provided at the MNLA. As such, it was agreed that MN-S Ministers' portfolio assignments be promptly reaffirmed with the affiliates. Portfolio holders could then follow up with their respective affiliates and potentially report out at the MNLA.

The following resolution was passed:

"That the MN-S PMC directs that Vice President Gerald Morin and Chief Executive Officer Mavis Taylor collaborate with EY representatives to develop a positive strategy related to affiliate appointments, which will include:

- a) Drafting a letter to the affiliates and government (i.e. Office of the Provincial Interlocutor – Saskatchewan) notifying of the MN-S Portfolio Assignments; and*
- b) Reviving and updating the MN-S website.*

The following portfolio assignments were noted:

- Lela Arnold, Minister of Residential Schools
- Chester Herman, Minister of Northern Affairs; Minister of Sports and Recreation
- Helene Johnson, Minister Intergovernmental Affairs
- Billy Kennedy, Associate Minister of Justice, Child and Family Services; Métis Rights Panellist; Associate Minister of Youth
- Derek Langan, Minister of Métis Housing
- Glen McCallum, Métis Addictions Council of Saskatchewan Inc. (MACSI)
- Darlene McKay, Minister of Health
- Tammy Mah, Minister Responsible for Women
- Gerald Morin, Minister of Justice, Child and Family Services; Minister of Youth
- Lennard Morin, Minister of Veteran Affairs.

Back To Batoche 2016 Update

The meeting received an update on Back to Batoche 2016. Members agreed that tasking the Expert Advisor with managing the financial affairs of the event, demonstrated accountability.

The following resolution was passed:

"That the MN-S PMC directs that finances for Back to Batoche 2016 be administrated through the third party expert advisor, Ernst & Young."

Delegates for the March 30 and 31, 2016 MNC Policy Conference in Vancouver

The following resolution was passed:

“That the MN-S PMC designates the following PMC members to attend the March 30-31, 2016 MNC Policy Conference in Vancouver: Lela Arnold, Earl Cook, Chester Herman, Helene Johnson, Billy Kennedy, Derek Langan, Glen McCallum, Tammy Mah, Gerald Morin, and Lennard Morin.”

Delegates for the June 17 to 19, 2016 MNC General Assembly in Winnipeg

The following resolution was passed:

“That the MN-S PMC designates the following PMC members to attend the June 17-19, 2016 MNC General Assembly in Winnipeg: Lela Arnold, Michael Bell, Earl Cook, Robert Doucette, Louis Gardiner, May Henderson, Chester Herman, Penny Hurton, Helene Johnson, Billy Kennedy, Derek Langan, Glen McCallum, Darlene McKay, Tammy Mah, Gerald Morin and Lennard Morin.”

MNLA Committee/Finance Committee

It was agreed that the Finance Committee and the MNLA Committee would meet immediately following the February 19 and 20, 2016 PMC Meeting.

Nuclear Waste Management Organization – Cumberland House

The meeting was informed that communities initially engaged in the Nuclear Waste Management Organization site selection process that were no longer being studied, received “duty to consult” funding. The Municipality of Cumberland House continued to hold the portion of funding owed to Métis Local 42.

The following resolution was passed:

“That the Métis Nation – Saskatchewan (MN-S) Provincial Métis Council (PMC) directs that a letter be sent to the Municipality of Cumberland House, asking them to release the “Duty to Consult” money owed to Métis Local 42.”

Role of the Treasurer

Members reviewed the roles and responsibilities of the elected MN-S Treasurer, and agreed that a letter be sent to the MN-S Treasurer urging him to engage in PMC activities.

Access to the MN-S Office

It was confirmed that EY had gained access to the interior and exterior doors of the MN-S office.

Expenses for MN-S Chief Executive Officer

The following resolution was passed:

“That the MN-S PMC directs that the MN-S Chief Executive Officer’s travel and accommodation expenses related to work on behalf of the PMC, be paid.”

Agreement Between EY and MN-S

EY representatives agreed to ensure that the Corporate Registry reflected the correct Directors of the Métis Nation – Saskatchewan Secretariat.

Delegate to Attend the March 2, 2016 Meeting with the Prime Minister and Premiers

The following resolution was passed:

“That the MN-S PMC designates Vice President Gerald Morin to attend the March 2, 2016 Meeting with the Prime Minister and Premiers in Vancouver, on behalf of the MN-S.”

Youth Meeting

The meeting was informed that funding was being pursued to organize a youth meeting, which youth representatives (designated by each region) would be invited to attend. In accordance with Article 3.1.4 of the Legislative Assembly Act, four youth members should attend the MNLA.

**JANUARY 16, 2016,
FEBRUARY 5 and 6, 2016**

Funding Proposal from INAC

The meeting was informed that Indigenous and Northern Affairs Canada (INAC) was interested in assisting MN-S to move forward. Minister Carolyn Bennett had approved the implementation of a strategy outlined in a “Proposed Approach Terms of Reference”, and the associated funding.

The following resolution was passed:

“That the MN-S PMC accepts the strategy documented in the “Proposed Approach Terms of Reference” and the associated funding, with the assurances provided by the representatives of INAC during the discussion, and with the

following amendments to the “Proposed Approach Terms of Reference”:

- A. Replace the first bullet of the Objectives section with “To re-establish a strong, reliable and legitimate representative of the Métis of Saskatchewan and to allow them to participate in and inform long-term policy development”; and
- B. Replace the second bullet of the item titled “Funding of up to three Provincial Métis Council meetings” of the Key Elements section with “Provincial Métis Council resolutions that are passed and documented at a properly constituted meeting of the Provincial Métis Council will be required as part of this process.”

MN-S Audit

The following resolution was passed:

“That the MN-S PMC directs the Finance Committee to ensure that the resolution regarding a forensic audit, passed at the June 5, 2015 PMC meeting, be implemented as part of the work of the expert advisor under the INAC funding proposal.”

Citizenship Registry

The meeting was informed that the creation of a Registry Committee had been deferred pending a resolution on the custody of the MN-S Citizenship Registry documents.

MNLA

Discussion ensued on the need to provide reports on the terms of the Master Agreement and the work of the Finance Committee at the MNLA.

MN-S Election

The meeting was informed that the federal government had committed to conducting a MN-S election, modelled on the 2007 MN-S Election process.

2016 Batoche Festival

The following resolutions were passed:

“That the MN-S PMC appoints Darlene McKay as the Chair of the Back to Batoche Festival Committee for 2016 and that Vice-President Gerald Morin be authorized to correspond, in writing, to all government levels and MN-S affiliates requesting funding.”

“That the MN-S PMC appoints Darlene McKay as the Chair of the Back to Batoche Land Management Committee.”

Gabriel Dumont Institute (GDI) Representative Appointments

The following resolutions were passed:

“That the Métis Nation – Saskatchewan Provincial Métis Council appoints Andy McKay as the Cumberland House representative to the GDI Board of Directors.”

“That the MN-S PMC ratifies the appointment of Dennis Langan to the GDI Board of Directors.”

“That the MN-S PMC reappoints Glenn Lafleur to the GDI Board of Directors.”

EB Campbell Dam

The meeting discussed the expiration of the license for the EB Campbell Dam on December 31, 2015, which triggered a duty to consult.

MN-S Signatory

The following resolution was passed:

“That the MN-S PMC requests Vice-President Gerald Morin to sign letters and other documents on behalf of the MN-S, in the absence of the President; and further, authorizes Vice-President Morin to sign letters and other documents as approved by the PMC, in the event that the President declines to sign.”

Payment of Legal Costs

The following resolution was passed:

“That the MN-S PMC confirms its intention to pay for legal services provided to the PMC by Jay Watson, as soon as it is able to do so.”

Reponses to the Media

It was agreed that the MN-S Vice-President respond to media requests for information on the funding arrangement entered into with INAC.

Prospective Third Party Expert Advisors

A number of independent accounting firms in Saskatchewan were contacted to potentially assume the role of Expert Advisor to the MN-S. Representatives of MNP and Ernst & Young provided presentations at the meeting.

The following resolutions were passed:

“That the MN-S PMC authorize contracting the services of Ernst & Young, to act as the Expert

Advisor for the MN-S, guided by the “Expert Advisor – Statement of Work – Key Elements”, approved by the PMC on February 6, 2016.”

“That the MN-S PMC adopt the amended “Expert Advisor – Statement of Work – Key Elements”, provided on February 6, 2016.”

Reimbursement of PMC Expenses

The following resolution was passed:

“That the MN-S PMC direct that INAC reimburse the Prince Albert Métis Women for expenses incurred related to the PMC members’ participation in the following:

- The February 5 and 6, 2016 PMC Meeting
- The January 16 and 17, 2015 PMC (Royal Reporting) Meeting, including the Travelodge costs
- PMC conference calls.”

Approach for the Third Party Expert Advisor

During a review of the document titled “Expert Advisor – Statement of Work – Key Elements”, it was confirmed that funding provided, would flow through the Expert Advisor (the initial transfer of funds could cover immediate office costs, such as rent and insurance).

MNC President Clément Chartier

MNC President Chartier commended the relationship established between INAC and MN-S representatives. Government’s role in re-establishing the MN-S as the representative for the Métis citizens in Saskatchewan was acknowledged.

Contribution Agreement

The meeting reviewed the contribution agreement presented, which outlined an approach to assist the MN-S in moving towards an MNLA and election.

The following resolution was passed:

“That the MN-S PMC accept the “Amending Agreement (No. 1415-HQ-000097) for Subsequent Years of an ARFA Other, Fiscal Year 2015/2016, with Action Planning” as presented to the PMC on February 6, 2016, subject to agreement by the MN-S President or Vice-President.”

JUNE 5 and 8, 2015

Finance / Métis Nation Legislative Assembly (MNLA) Committee Update

The meeting was informed that the Finance and MNLA Committees had met.

Seizure of the Métis Nation – Saskatchewan (MN-S) Financial Records

The following resolution was passed:

“BE IT RESOLVED that given the refusal of President Robert Doucette and Treasurer Louis Gardiner to release any and all financial records pertaining to the MN-S and its affiliated companies to the PMC;

We – the PMC designate the MN-S Finance Committee, which was duly appointed by the PMC at the January 16-17, 2015 PMC meeting, to seize from the MN-S Head Office, or from any other law or accounting office, all financial records of the MN-S and any affiliated companies closely held by the MN-S and/or MN-S Executive, including Provincial Métis Holdco, Round Prairie Ventures, Back to Batoche Festival Inc., etc. immediately; and further

That any such records be taken to and held by Cuelenaere Katzman in trust, ensuring that the Finance Committee maintains control and access of the records, under the instruction of the PMC.”

Formation of a MN-S Registry Committee

The following resolution was passed:

“BE IT RESOLVED that given the lack of funding to the MN-S and the formal announcement of President Doucette to close the MN-S Head Office;

We, the PMC designate a Registry Committee be formed to oversee all matters in relation to the Registry, and that such Registry Committee be responsible to report to the PMC at each and every meeting of the PMC in writing and in the absence of a PMC meeting, on a monthly basis to the members of the PMC. The members of the Registry Committee shall be: Tammy Mah, Lela Arnold, Chester Herman, and Gerald Morin; and further

That the Registry Committee shall immediately seize and secure all records of the MN-S Registry, Genealogy and Archives. Any such records seized and secured shall be taken to and held by the Gabriel Dumont Institute (GDI)

in trust, in partnership with the PMC, ensuring that the Registry Committee maintains control of and access to the records and operation of the Registry, under the instruction of the PMC, until such time as the PMC orders otherwise.”

MN-S Delegates to the Métis National Council 2015 General Assembly

The following resolution was passed:

“BE IT RESOLVED that given the fact that the MN-S is a member of the Métis National Council (MNC) and holds fifteen (15) voting delegates at MNC General Assemblies,

The PMC hereby selects the following individuals to represent the MN-S at the upcoming MNC General Assembly scheduled June 6-7, 2015 in Calgary, Alberta: Gerald Morin; Glen McCallum; Helene Johnson; Bev Worsley; Mavis Taylor; Darlene McKay; Lela Arnold; Tammy Mah; Karen Larocque; Chester Herman; Lennard Morin; and Derek Langan.”

MNLA Date, Funding and Clerk

The following resolution was passed:

“BE IT RESOLVED that given the fact that Canada reported on May 5, 2015, on a teleconference, that a decision has not been taken on the funding to the MN-S to convene the MNLA, PMC meetings, Finance or Human Resources meetings to prepare for an MNLA; and

Given the fact that President Doucette has announced that he has the funding for an MNLA but has failed to demonstrate that such funding exists, and given that Treasurer Louis Gardiner has reported that, as of March 31, 2015, funding sufficient for an MNLA does not exist within MN-S coffers;

The PMC retain Jay Watson, Cuelenare Katzman, to seek an amendment to Justice Scherman’s Order of April 6, 2015 requiring that the calling of an MNLA be done when funding sufficient for meaningful and full participation of the MNLA delegates is secured; and

Further, that Mavis Taylor be appointed to serve as Chief Executive Officer of MN-S and Clerk of the MNLA, whenever called, at a rate to be negotiated by the Finance Committee.”

Batoche Funding

The following resolution was passed:

“BE IT RESOLVED that the PMC Finance Committee establish a plan to address the challenges forthcoming in relation to Back to Batoche Days 2015, and that the PMC Committee work closely with Minister Darlene McKay, Chairperson Responsible for Batoche.”

MN-S Elections

The following resolution was passed:

“BE IT RESOLVED that given that Métis people value democracy and that democracy is the fundamental vision underlying the MN-S Constitution; and further,

Given that since 1976, the MN-S has held ballot-box elections in every Local and was the first such Aboriginal government in Canada to do so. Every election except for the last one, each MN-S Local was entitled to hold a ballot box to ensure the meaningful and democratic election of MN-S leadership by the grassroots people. It is incumbent on the Federal Government to ensure that the necessary resources are secured to carry out such an election. and that includes ensuring that a ballot box be established in every local;

As such, the PMC Finance Committee shall immediately begin discussions with Canada, including Saskatchewan, to secure the necessary funding for the next MN-S election, based on such principles.”

Designated Representative to Engage with Aboriginal Affairs and Northern Development Canada (AANDC) Ministerial Special Representative Thomas Isaac

The following resolution was passed:

“BE IT RESOLVED that the PMC designates Lennard Morin as the representative to engage with the AANDC Ministerial Special Representative Thomas Isaac, on Métis s.35 rights.”

MN-S Affiliated Institution Engagement with AANDC Ministerial Special Representative Thomas Isaac

The following resolution was passed:

“BE IT RESOLVED that the MN-S PMC seeks the engagement of its affiliated institutions in discussions with the AANDC Ministerial Special Representative Thomas Isaac.”

MN-S Election Date / CEO

The meeting discussed potential MN-S election dates, but did not reach a decision.

Métis Nation Legislative Assembly (MNLA)

The meeting discussed a potential date for a MNLA, but did not reach a decision.

Forensic Audit / Information Provided to Prince Albert City Police

The following resolution was passed:

“WHEREAS the Constitution, Acts and legislation of the MN-S sets out the processes of the MN-S; and

WHEREAS the PMC of the MN-S is the legitimate authority of the MN-S; and

WHEREAS the PMC of the MN-S has been blocked by the Executive from exercising its fiduciary responsibilities pertaining to any and all aspects of the MN-S; and

WHEREAS the Government of Canada has made significant financial contributions to the MN-S prior to ceasing all funding to the MN-S;

BE IT THEREFORE RESOLVED that the MN-S PMC requests that the Government of Canada conduct a forensic audit on:

- 1) Métis Nation – Saskatchewan;*
- 2) Métis Nation – Saskatchewan Secretariat Inc.;*
- 3) Any corporations closely held by the Métis Nation – Saskatchewan, including but not limited to Provincial Métis Holdco, Holdco Trust, Round Prairie Ventures Inc., Round Prairie Development Corp., BTB Festival Days Inc., BTB Land Management Inc.; and*
- 4) Boards or committees established by President Robert Doucette during the 2007 to 2012 and 2012 to 2015 terms of office.”*

Amendment of Corporate Documents

The following resolution was passed:

“BE IT RESOLVED that the MN-S PMC directs the Finance Committee to investigate and correct the corporate records to reflect the current PMC members, and to file the amendments to the corporate records.”

Third Party Management

It was confirmed that the Finance Committee would be assigned to work with the third-party management. An update on arrangements for third-party management was provided.

Update on Pending Court Action

The meeting was informed that legal counsel provided advice on the need to demonstrate to the Courts that the PMC and the MNLA Committee had acted in good faith to comply with the Order issued by Justice Scherman to hold an MNLA by June 19, 2015.

The following resolution was passed:

“BE IT RESOLVED that the MN-S PMC appoints Kathy Hodgson-Smith as the MN-S Technician to assist the MN-S Designated Representative Lennard Morin to represent the MN-S in the engagement with the Minister of AANDC Ministerial Special Representative Thomas Isaac.”

* * *

ACRONYM LIST

The following acronyms were used in this summary:

AANDC	Aboriginal Affairs and Northern Development Canada
CCDF	Clarence Campeau Development Fund
EY	Ernst & Young
GDI	Gabriel Dumont Institute
INAC	Indigenous and Northern Affairs Canada
MNC	Métis National Council
MNLA	Métis Nation Legislative Assembly
MN-S	Métis Nation – Saskatchewan
PMC	Provincial Métis Council
RBC	Royal Bank of Canada

Appendix C

Metis Nation - Saskatchewan Secretariat Inc.
 PRELIMINARY Estimate of Financial Assets and Financial Liabilities
 See Notice to Reader

Financial Assets
 INAC Funding Holdbacks
 Other Assets - Furnishings, equipment, computers
 Historical Assets - Library

Estimated Current Balance
 To be confirmed
 To be confirmed
 To be confirmed

Statement Date	Statement Balance	Estimated Current Balance
29-Jan-16	90.25	90.25
25-Feb-16	3,690.50	3,690.50
25-Feb-16	6,280.51	6,280.51
Total Bank Account Balances		10,061.26

Financial Liabilities

Creditor Name
 RBC Operating Line of Credit # 03009 29078102 001
 RCAP Contract # 390514-251531
 Xerox Canada

Invoice Number	Date	Estimated Liability
N/A	13-Oct-15	286,601.35
N/A	13-Oct-15	27,284.63
957697303	23-Feb-16	7,264.37
Subtotal secured creditors		321,150.35

Subtotal secured creditors

Advanced Data Systems Ltd.
 Besco Storage & Warehousing (1999)
 General Credit Services - Bridge City Bookkeeping
 Cuelenaere, Kendall, Katzman & Watson
 Done Right Commercial Cleaning Inc.
 Hutchinson Warren & Associates - Kelly Services
 Ile-A-La-Crosse Communication Society Inc.
 Kanuka Thuringer LLP
 Loraas Disposal Inc.
 Mckercher LLP
 Merchant Law Group LLP
 Pitney Bowes
 Rasmussen Rasmussen & Charowsky Legal Professional Corporation
 Reliable Heating & Cooling
 Sasktel
 Sasktel Mobility
 Supreme Office Products Limited
 Saskatchewan Workers' Compensation Board
 The W Law Group
 Web 2 Design
 WMCZ Lawyers

Statement Date	Statement Balance	Estimated Current Balance
SR10242	20-Jan-15	12,582.90
10195	22-Jan-16	2,855.00
N/A	09-Feb-16	229.23
165251	14-Oct-15	17,821.75
3252	25-Feb-15	342.80
127488	24-Sep-15	433.44
812	17-Sep-13	52.50
97852	21-Sep-15	719.93
1292	21-Sep-15	986.03
N/A	18-Sep-13	1,699.17
106428	16-Oct-15	13,472.34
N/A	16-Oct-15	226.97
1763	01-May-13	13,472.80
17452	30-Oct-15	126.00
N/A	25-Feb-16	10,780.54
02510324	29-Jan-16	1,657.47
S414735	10-Aug-15	182.54
5856078	08-Feb-16	1,856.07
16555	24-Feb-16	183,489.62
2374	12-Feb-15	2,353.40
8486	19-Nov-15	14,961.58
Subtotal unsecured creditors		280,302.08
Total Estimate of Financial Liabilities		601,452.43

Subtotal unsecured creditors

Total Estimate of Financial Liabilities

NOTICE TO READER:
 Ernst & Young Inc. has compiled this preliminary estimate of assets and liabilities from available physical records of Metis Nation - Saskatchewan Secretariat Inc. Readers are cautioned that this statement is likely incomplete and may not fully reflect the liabilities of the corporation. Ernst & Young Inc. expressly disclaims any liability in respect of the accuracy or completeness of this estimate.

Provincial Metis Holdco Inc.
 PRELIMINARY Estimate of Financial Assets and Financial Liabilities
 See Notice to Reader

Bank Account Balances	Statement Date	Statement Balance	Estimated Current Balance
Royal Bank of Canada 07378 102-017-1	29-Jan-16	1,032.58	1,032.58
Total Estimate of Financial Assets			<u>1,032.58</u>

Financial Liabilities

Creditor Name	Invoice Number	Date	Estimated Liability
Secured Contingent Claim on RBC Operating Line of Credit # 03009 29078102 001	N/A		20,000.00
			<u>20,000.00</u>
			<u>20,000.00</u>
SaskEnergy	N/A	19-Feb-16	456.08
Betchar Holdings	N/A		72,297.00
			<u>72,753.08</u>
Total Estimate of Financial Liabilities			<u>92,753.08</u>

Subtotal contingent claims

Subtotal unsecured creditors

NOTICE TO READER:

Ernst & Young Inc. has compiled this preliminary estimate of assets and liabilities from available physical records of Provincial Metis Holdco Inc. Readers are cautioned that this statement is likely incomplete and may not fully reflect the liabilities of the corporation. Ernst & Young Inc. expressly disclaims any liability in respect of the accuracy or completeness of this estimate.

BTB Land Management Inc.
 PRELIMINARY Estimate of Financial Assets and Financial Liabilities
 See Notice to Reader

Financial Asset
 Land by Batoche

	Invoice Number	Date	Estimated Liability	Asset value unknown
Creditor Name				
RM of St. Louis	N/A	24-Feb-16	24,454.22	
Rosthern Agencies	N/A	24-Feb-16	9,148.00	
KPMG LLP	N/A	24-Feb-16	10,000.00	
Subtotal unsecured creditors			<u>43,602.22</u>	
Total Estimate of Financial Liabilities			<u>43,602.22</u>	

NOTICE TO READER:

Ernst & Young Inc. has compiled this preliminary estimate of assets and liabilities from available physical records of BTB Land Management Inc. Readers are cautioned that this statement is likely incomplete and may not fully reflect the liabilities of the corporation. Ernst & Young Inc. expressly disclaims any liability in respect of the accuracy or completeness of this estimate.

BTB Festival Days Inc.
PRELIMINARY Estimate of Financial Assets and Financial Liabilities
See Notice to Reader

Creditor Name	Invoice Number	Date	Estimated Liability
Sasktel Mobility - BTB Festival	N/A	25-Feb-16	522.77
SOCAN	N/A	01-Feb-16	53.80
Subtotal unsecured creditors			<u>576.57</u>
Total Estimate of Financial Liabilities			<u>576.57</u>

NOTICE TO READER:
Ernst & Young Inc. has compiled this preliminary estimate of assets and liabilities from available physical records of BTB Festival Days Inc. Readers are cautioned that this statement is likely incomplete and may not fully reflect the liabilities of the corporation. Ernst & Young Inc. expressly disclaims any liability in respect of the accuracy or completeness of this estimate.

Metis Nation - Saskatchewan Secretariat Inc. - Summary of Disbursements
 PRELIMINARY Estimate of Financial Assets and Financial Liabilities
 See Notice to Reader

	Invoice Number	Date	Estimated Liability
Yorkton PMC/BOD Meeting Travel Reimbursements	N/A	19-Feb-16	(8,859.94)
Yorkton PMC/BOD Meeting Hotel (Holiday Inn Express Yorkton)	9003	20-Feb-16	(4,630.69)
Yorkton PMC/BOD Meeting Hotel (Holiday Inn Saskatoon)	N/A	21-Feb-16	(318.00)
Yorkton PMC/BOD Meeting Microphone Rental (Saddles and Steel)	13015	18-Feb-16	(165.00)
Yorkton PMC/BOD Meeting Beverages	N/A	19-Feb-16	(49.41)
Yorkton PMC/BOD Finance Committee Meeting Lunch (Subway)	N/A	20-Feb-16	(42.00)
Yorkton PMC/BOD Finance Committee Meeting Minutes	MT16-011E	15-Feb-06	(5,040.00)
			<u>(19,105.04)</u>

Subtotal Yorkton PMC/BOD Meeting Fees

	Invoice Number	Date	Estimated Liability
City of Saskatoon	N/A	19-Feb-16	(3,332.25)
SaskEnergy	N/A	19-Feb-16	(1,243.68)
Keyman Locksmith	N/A	18-Feb-16	(126.50)
Keyman Locksmith	N/A	19-Feb-16	(94.50)
Keyman Locksmith	N/A	21-Feb-16	(84.00)
External Hard Drives for Registry and Server Backup	N/A	22-Feb-16	(439.98)
Software for Registry and Server Backup	AKD-73646344503	23-Feb-16	(295.00)
Butler Byers Commercial Insurance Coverage	456143	24-Feb-16	(5,806.00)
IT Data Security Costs - Estimate of time costs	TBD		(15,000.00)
			<u>(26,421.91)</u>

Subtotal Asset Protection and Insurance

	Invoice Number	Date	Estimated Liability
Estimated Saskatoon PMC/BOD Meeting Travel Reimbursements	N/A	04-Mar-16	(8,800.00)
Estimated Saskatoon PMC/BOD Meeting Hotel (Holiday Inn Saskatoon)	N/A	04-Mar-16	(4,500.00)
Estimated Saskatoon PMC/BOD Meeting Beverages	N/A	04-Mar-16	(50.00)
Estimated Saskatoon PMC/BOD Meeting Minutes	N/A	04-Mar-16	(5,000.00)
			<u>(18,350.00)</u>
			<u>(63,876.95)</u>

Subtotal Accrued Liabilities for Saskatoon PMC/BOD Meeting
 Total Estimate of Contribution Agreement Disbursements and Financial Commitments

Appendix D

METIS NATION - SASKATCHEWAN SECRETARIAT INC.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

For the period from February 18, 2016 to July 28, 2016

	<u>General Funds</u>	<u>Back to Batoche</u>	<u>TOTAL</u>
RECEIPTS			
INAC Funding	\$ 1,146,000.00	\$ -	\$ 1,146,000.00
Admission / Camping Fees	N/A	65,331.75	65,331.75
Return of Float	N/A	1,000.00	1,000.00
Sponsorship / Donation / Program Ads	N/A	91,250.00	91,250.00
Interest earned	207.01	-	207.01
Other	-	-	-
Total receipts	<u>\$ 1,146,207.01</u>	<u>\$ 157,581.75</u>	<u>\$ 1,303,788.76</u>
DISBURSEMENTS			
MN-S office expenses (rent, insurance, utilities)	\$ 134,625.29	\$ -	\$ 134,625.29
MN-S CEO/Clerk of MNLA Remuneration	22,548.90	-	22,548.90
MNLA meeting (incl travel)	77,545.66	-	77,545.66
PMC and Finance Committee meetings (incl travel)	85,549.73	-	85,549.73
Website / communications	6,432.06	2,850.00	9,282.06
IT / Records preservation	816.68	-	816.68
EY fees/disbursements	137,936.75	-	137,936.75
Legal services (retainer/fees/disbursements)	77,821.75	-	77,821.75
GST / HST / PST paid	16,301.78	-	16,301.78
Meeting minutes	28,438.52	-	28,438.52
Advertising Costs	1,200.00	-	1,200.00
Cash Float	-	1,000.00	1,000.00
B2B Site operational expenses	-	50,001.57	50,001.57
B2B Administration	-	9,000.00	9,000.00
Insurance	-	6,760.00	6,760.00
Entertainment/Rodeo/Programming	-	28,122.50	28,122.50
Prize / Honoraria	-	2,750.00	2,750.00
Site Security	-	12,300.00	12,300.00
Miscellaneous	-	-	-
Total disbursements	<u>\$ 589,217.12</u>	<u>\$ 112,784.07</u>	<u>\$ 702,001.19</u>
Excess of receipts over disbursements before distributions	<u>\$ 556,989.89</u>	<u>\$ 44,797.68</u>	<u>\$ 601,787.57</u>
Return of funds			
MN-S	-	-	-
Other	-	-	-
Cash in EY trust bank accounts	<u>\$ 556,989.89</u>	<u>\$ 44,797.68</u>	<u>\$ 601,787.57</u>

Ernst & Young LLP

Assurance | Tax | Transactions | Advisory

About Ernst & Young

Ernst & Young is a global leader in assurance, tax, transaction and advisory services. Worldwide, our 135,000 people are united by our shared values and an unwavering commitment to quality. We make a difference by helping our people, our clients and our wider communities achieve their potential.

For more information, please visit ey.com/ca.

© 2016 Ernst & Young LLP. All Rights Reserved.
A member of Ernst & Young Global Limited.