

**TSAY KEH DENE NATION**  
**MACKENZIE PROJECT GRANT FUNDING AGREEMENT**  
(the "**Agreement**")

This Agreement is dated effective: March 31, 2023 (the "**Effective Date**").

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** as represented by the Minister of Indigenous Relations and Reconciliation

(the "**Province**")

**AND:**

**TSAY KEH DENE NATION** on behalf of itself, as represented by Chief and Council

("Tsay Keh Dene")

Each a "**Party**" and collectively the "**Parties**".

**WHEREAS:**

- A. Tsay Keh Dene has advised the Province of significant needs for economic growth, diversification, safe access and job creation in order to overcome current community challenges and address health and safety for its members.
- B. The Province wishes to support healthy communities and members, economic growth, diversification, accessibility, safe access and job creation in the Tsay Keh Dene community benefiting local businesses in forestry and construction and foster resiliency to offset impacts from recent and anticipated curtailments in the forestry sector.

**NOW THEREFORE** in consideration of the promises and mutual covenants and agreements hereinafter set out, the Parties hereby agree as follows:

Term

1. The term of this Agreement (the "**Term**") commences on the Effective Date and ends on the earlier of March 31, 2031 or the date on which this agreement is terminated in accordance with section 24 (the "**Termination Date**").

Funds

2. Subject to this Agreement, the Province will provide Tsay Keh Dene with a grant of \$26,000,000 (the "**Funds**") as soon as practicable after the Effective Date.

3. Notwithstanding any other provision of this Agreement, in no event will the Province be or become obligated to pay to Tsay Keh Dene pursuant to this Agreement an amount exceeding the Funds.

Use of the Funds

4. Tsay Keh Dene will use the Funds solely for the following purposes (the “**Project**”):
  - a. enhancing member, public and industry access to the Tsay Keh Dene community;
  - b. promoting and advancing new and expanded opportunities for the Tsay Keh Dene community and members in the forestry and construction sectors; and
  - c. addressing community accessibility and year-round access to the Tsay Keh Dene community.
5. For greater certainty, Tsay Keh Dene may use the Funds for expenditures necessary to:
  - a. develop a strategic plan for the highest and best use of the Funds and clearly define measurable outcomes and results expected to be realized by the Project (the “**Strategic Plan**”);
  - b. upgrade and maintain critical community infrastructure essential to access the Tsay Keh Dene community, including support for land- and air-based connectivity and transportation between the community and Mackenzie and/or Prince George;
  - c. improve and grow Tsay Keh Dene capacity and resources to deliver the Project;
  - d. acquire, maintain or repair machinery and equipment necessary for realizing results of the Project;
  - e. obtain legal advice; and
  - f. cover other reasonable costs associated with the Project.
6. Tsay Keh Dene will manage the Project based on a comprehensive budget and schedule, prepared and approved by Tsay Keh Dene, that includes project milestones with specific estimated costs to reach each milestone (the “**Project Budget**”).
7. Without limiting section 24 or any other right of the Province in law or in equity, the Province may require Tsay Keh Dene to pay to the Province any amount of the Funds which Tsay Keh Dene has used in contravention of section 4.
8. Tsay Keh Dene must repay to the Province within 60 days of the Termination Date any portion of the Funds that has not been expended by Tsay Keh Dene for the Project on the Termination Date, unless otherwise agreed in writing by the Province.

9. Tsay Keh Dene is solely responsible for engaging and reaching any agreements that may be necessary with industry, stakeholders and other third parties for the purposes of undertaking and completing the Project.

#### Reporting

10. Tsay Keh Dene will prepare and publicly release reports on the Project as follows:
  - a. the Strategic Plan, including the Project Budget, no later than June 30, 2023;
  - b. bi-annual reports describing progress on the outcomes and results identified in the Strategic Plan, on September 30 and March 31 of each fiscal year during the Term, commencing on September 30, 2023, or until the Funds are fully expended; and
  - c. a final report describing progress on the outcomes and results identified in the Strategic Plan released within six months of the full expenditure of the Funds.

(collectively, the “**Reports**”)

11. Tsay Keh Dene hereby grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Reports, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute all or any part of the Reports, and the right to sublicense or assign to third-parties any or all of these rights. Upon the Province's request, Tsay Keh Dene must provide the Province with documents satisfactory to the Province that irrevocably waive in the Province's favour, and in favour of its sublicensees or assigns, any moral rights that Tsay Keh Dene (or its employees) or its contractors (or their employees) have in the Reports.
12. Tsay Keh Dene will not include any information in the Reports which constitutes "personal information" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia).

#### Audit

13. Tsay Keh Dene will establish and maintain for a period of not less than seven years from the expiration or termination of this Agreement accurate books of account and records, in accordance with generally accepted accounting principles, in relation to the Project, including but not limited to: all expenditures and revenues, all contracts and agreements, invoices, receipts and other records relating to Tsay Keh Dene's use and expenditure of the Funds.
14. Tsay Keh Dene will grant the Province and its agents access, at any reasonable time and on reasonable notice to Tsay Keh Dene, to Tsay Keh Dene's premises to inspect and, at the Province's discretion, copy any of the records referenced under section 13. Tsay Keh Dene will provide reasonable assistance to the Province to allow the Province to exercise its rights under this section.

### Public Statements

15. Tsay Keh Dene will not make any public statements or communications about the Funds or otherwise with respect to this Agreement or any Province involvement in the Project without the Province's prior written approval, which may be withheld by the Province at its discretion.

16. Tsay Keh Dene will ensure that the Province:

- a. is provided all relevant materials in advance of any approval referenced in section 15;
- b. is given a reasonable opportunity to review such materials; and
- c. gives its prior approval regarding the content and timing of all such public communications.

17. Without limiting section 15, Tsay Keh Dene will acknowledge the Funds in statements made to the public and third party beneficiaries with the following statement:

*"We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Indigenous Relations and Reconciliation."*

### Province Intellectual Property

18. Tsay Keh Dene will not use any logo, trademark, official mark or other branding of the Province (collectively, "**Branding**") except and in accordance with the Province's prior written approval. Any and all use by Tsay Keh Dene of any Branding will be in the form provided by the Province and will comply with the graphic standards and any conditions communicated by the Province to Tsay Keh Dene from time to time.

### Representations or Warranties

19. Tsay Keh Dene represents and warrants to the Province, with the intent that the Province will rely on such representations and warranties in entering into this Agreement, that:

- a. it has the power and capacity to accept, execute and deliver this Agreement;
- b. this Agreement is binding upon, and enforceable against, Tsay Keh Dene in accordance with its terms;
- c. all information, certificates, statements, documents and Reports furnished or submitted by Tsay Keh Dene in connection with this Agreement will be true and accurate on the date of delivery and will remain true and accurate throughout the Term;
- d. Tsay Keh Dene has, or will have when necessary, sufficient trained staff and resources in place to fulfil its obligations under this Agreement;

- e. Tsay Keh Dene will administer the Funds for the Project in compliance with its covenants and obligations under this Agreement; and
  - f. there are no actions or proceedings pending (including appeals or applications for review) or to its knowledge threatened, before any court, arbitrator, administrative agency or governmental body which, if determined against it, would result in a change occurring in its properties, assets, condition (financial or otherwise), business or operations which would materially adversely affect its ability to fulfil its obligations under this Agreement.
20. If any representation, warranty, certificate, document or Report becomes untrue or inaccurate during the Term, Tsay Keh Dene shall promptly advise the Province.
21. The provisions of sections 19 and 20 will continue in full force and effect notwithstanding the fulfillment by Tsay Keh Dene of any or all of its obligations under this Agreement or the grant by the Province to Tsay Keh Dene of any or all of the monies that the Province has agreed to provide to Tsay Keh Dene pursuant to this Agreement.
22. Tsay Keh Dene acknowledges and agrees that the Province has not provided any representation or warranty of any kind concerning the Project.

Default

23. Any of the following will constitute an event of default of Tsay Keh Dene under this Agreement (an “**Event of Default**”):
- a. Tsay Keh Dene fails to comply with sections 4, 5, or 6 of this Agreement;
  - b. any representation or warranty made by Tsay Keh Dene in this Agreement is untrue or inaccurate;
  - c. any information, statement, certificate, report or other document furnished or submitted by or on behalf of Tsay Keh Dene pursuant to or as a result of this Agreement is materially untrue or inaccurate;
  - d. a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of Tsay Keh Dene which, in the opinion of the Province, materially adversely affects the ability of Tsay Keh Dene to fulfil its obligations under this Agreement;
  - e. Tsay Keh Dene becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; and
  - f. Tsay Keh Dene substantially ceases to operate in accordance with its established mandate.

24. If an Event of Default occurs the Province may, without limitation:

- a. terminate this Agreement by written notice from the Province to Tsay Keh Dene;
- b. if the Province believes that the Event of Default is capable of being cured by Tsay Keh Dene:
  - i. by written notice to Tsay Keh Dene, require that the Event of Default be remedied within a reasonable time period specified in the notice;
  - ii. Tsay Keh Dene must provide the Province with written notice of such cure by the conclusion of the time period specified in the notice and include, in particularity and in detail, reasonable detail of how the Event of Default has been cured; and
  - iii. any failure by Tsay Keh Dene to rectify such Event of Default within the time period specified in the notice to the Province's satisfaction, as determined by the Province in its discretion, will be a breach of this Agreement by Tsay Keh Dene;
- c. specify amounts, not to exceed in total the Funds, that have not been accounted for and applied by Tsay Keh Dene, that, within 60 days of actual or deemed receipt by Tsay Keh Dene of notice given by the Province to Tsay Keh Dene, will become due and be payable by Tsay Keh Dene to the Province; and
- d. pursue any remedy or take any action available to it at law or in equity.

#### Indemnity

25. Tsay Keh Dene will indemnify and save harmless the Province and its employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time during or following the Term where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of: (a) any breach or inaccuracy of any representation or warranty made by Tsay Keh Dene in this Agreement; or (b) any breach or failure by Tsay Keh Dene to perform or fulfil any covenant, condition, or obligation of Tsay Keh Dene contained in this Agreement; or (c) any act or omission by Tsay Keh Dene or by any of Tsay Keh Dene's agents, employees, officers, directors or subcontractors in connection with this Agreement, including any act or omission that results in a third party intellectual property infringement claim against the Province.

#### Dispute Resolution

26. In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- a. the parties must initially attempt to resolve the dispute through collaborative

negotiation; and

- b. if the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation.

27. Unless the parties otherwise agree in writing, mediation under section 26 will be held in Victoria, British Columbia.

28. Unless the parties otherwise agree in writing, the parties must share equally the costs of a mediation under section 26 other than those costs relating to the production of expert evidence or representation by counsel.

#### Aboriginal and Treaty Rights Matters

29. This Agreement:

- a. does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*; and
- b. does not define, limit, amend, abrogate or derogate from any of Tsay Keh Dene's Aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982* ("**Section 35 Rights**").

30. For clarity, the Funds do not constitute a contribution to any advance settlement payment by the Province in respect of any of Tsay Keh Dene's Section 35 Rights.

31. Nothing in this Agreement nor the provision of any funds under this Agreement will be construed as:

- a. an admission by the Province that any decision of the Province or its agents or officials has or will result in an infringement of any of Tsay Keh Dene's Section 35 Rights;
- b. an admission by the Province that it has an obligation to provide financial, economic, or other accommodation or compensation for any infringement of any of Tsay Keh Dene's Section 35 Rights or as part of the obligation of the Province to consult and, as appropriate, accommodate.

#### Confidentiality

32. The Parties will treat as confidential all information and material supplied to or obtained by the Parties, or any third party, as a result of this Agreement and will not, without the prior written consent of the other Parties, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to fulfill this Agreement.

#### Notices

33. Any notice, document, statement, report or demand desired or required to be given or made pursuant to this Agreement must be in writing and may be delivered by

courier, by personal delivery or by electronic transmission (including by facsimile or email) from either party as follows:

- a. if to the Province:

Negotiations and Regional Operations Division  
Ministry of Indigenous Relations and Reconciliation  
PO Box 9100 Stn Prov Govt  
Victoria, British Columbia V8W 9B1  
Email: cory.waters@gov.bc.ca  
Attention: Cory Waters - Chief Negotiator, North Area

- b. and if to Tsay Keh Dene:

Johnny Pierre  
1940 Third Avenue  
Prince George, British Columbia  
Canada, V2M 1G7  
Email: johnny.pierre@tkdb.ca  
Facsimile: 2505628899  
Attention: Chief

Any such communication will be conclusively deemed validly given to and received by the intended recipient on the day on which it was so delivered or transmitted unless received after 5:00 pm (local time in the place of receipt) in which case it will be deemed to be given on the next business day.

34. Either party may, from time to time, give written notice to the other party of any change of address, email or facsimile number of the party giving such notice and after the giving of such notice, the address, email or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the party giving such notice.

#### Appropriation

35. Notwithstanding any other provision of this Agreement, the payment of money by the Province to Tsay Keh Dene pursuant to this Agreement is subject to:
- a. there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c.138 (“**FAA**”), to enable the Province in any fiscal year or part thereof when any such payment may be required, to make that payment; and
- b. Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection a.

Relationship

36. No partnership joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
37. Tsay Keh Dene will not be a dependent contractor or employee of the Province under this Agreement.
38. Tsay Keh Dene will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm or corporation in connection with this Agreement

General

39. Sections 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 43, 45, 51, 55 and any other sections of this Agreement which by their nature are intended to survive the termination of this Agreement and all of the rights and remedies of the Province and Tsay Keh Dene, either at law or in equity, will survive any expiration or sooner termination of this Agreement.
40. No term or condition of this Agreement and no breach by one party of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the other party.
41. The written waiver by one party of any breach by the other party of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the other party of the same or any other term or condition of this Agreement.
42. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.
43. Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.
44. Time will be of the essence in this Agreement.
45. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
46. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
47. Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and amendments to that statute.

48. This Agreement will be interpreted and construed with such changes in number and gender as the context so requires.
49. If any provision in this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by law.
50. Any reference to the Province's "discretion" means the Province's sole, absolute and unfettered discretion.
51. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province of any statutory power or duty.
52. Tsay Keh Dene will not, without the prior written consent of the Province assign, either directly or indirectly, this Agreement or any right of Tsay Keh Dene under this Agreement.
53. This Agreement will enure to the benefit of and will be binding upon the Province and its assigns and Tsay Keh Dene and its successors and permitted assigns.
54. Any amendments to this Agreement will be made by the agreement of the Parties.
55. Nothing in this Agreement operates as a consent, permit, licence, approval or authorization by the Province or any Ministry of Branch thereof to or for any actions or activities by Tsay Keh Dene or any of its affiliates related to the Project that by statute Tsay Keh Dene is required to obtain.
56. Nothing in this Agreement shall be construed as creating a future funding obligation on the part of the Province to Tsay Keh Dene in relation to the Project.
57. This Agreement does not amend, abrogate or derogate from any rights or obligations in any other agreement between the Parties.
58. Tsay Keh Dene acknowledges that it has obtained independent legal advice with respect to this Agreement or has been given an opportunity to obtain independent legal advice with respect to this Agreement but has willingly chosen not to obtain such advice.

*(The rest of this page is intentionally left blank)*

59. This Agreement may be entered into by each party signing a separate copy of this Agreement and delivering it to the other party. When taken together, they will be treated as one and the same agreement. Delivery of a signature page by electronic means (including by facsimile or in PDF format) will be as valid and effective as delivery of an original. A party that delivers a signature page by electronic means agrees to provide an original signed counterpart if requested to do so by the other party.

**IN WITNESS WHEREOF** the Parties have executed this Agreement.

**PROVINCE OF BRITISH COLUMBIA**  
as represented by the Minister of  
Indigenous Relations and Reconciliation

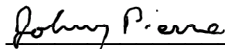


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Honourable Murray Rankin  
Minister of Indigenous Relations and Reconciliation

Executed this 31 day of March, 2023

**TSAY KEH DENE NATION**  
as represented by Chief and Council



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Chief Johnny Pierre  
Tsay Keh Dene Nation

Executed this 30 day of March, 2023