

**YEKOOCHE FIRST NATION ROAD MAINTENANCE EQUIPMENT AND TRAINING GRANT
FUNDING AGREEMENT**

This Yekooche First Nation Road Maintenance Equipment and Training Grant Funding Agreement (the "**Agreement**") is dated effective March 31, 2024 (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:

Yekooche First Nation on behalf of itself and all of its members, as represented by
Chief and Council

("Yekooche First Nation")

(each a "**Party**" and collectively the "**Parties**")

WHEREAS:

- A. Yekooche First Nation 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 Yekooche First Nation to build capacity by enabling equipment purchases, upgrades, maintenance, and associated training toward delivering road maintenance and improvements.

NOW THEREFORE in consideration of the premises and covenants set out in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties 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, 2026 or the date on which this Agreement is terminated in accordance with section 23 (the "**Termination Date**").

Funds

2. Subject to this Agreement, the Province will provide Yekooche First Nation with \$1.5 million (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 Yekooche First Nation pursuant to this Agreement an amount that exceeds the Funds.

Use of the Funds

4. Yekooche First Nation will use the Funds solely for the following purposes (the "**Project**"):
 - a. purchasing, maintaining or upgrading road maintenance equipment, including facilities needed to house and maintain equipment; and
 - b. training Yekooche First Nation members in relation to operating road maintenance equipment and delivering road maintenance and improvement services.
5. Yekooche First Nation will manage the Project based on a comprehensive budget and schedule, prepared and approved by Yekooche First Nation (the "**Project Budget**").
6. Without limiting section 23 or any other right of the Province in law or in equity, including pursuant to section 37 of the *Financial Administration Act*, R.S.B.C. 1996, c.138 ("**FAA**"), the Province may require Yekooche First Nation to pay to the Province any amount of the Funds which Yekooche First Nation has used in contravention of section 4.
7. Yekooche First Nation must repay to the Province within 60 days of the end of the Term any portion of the Funds that has not been expended by Yekooche First Nation for the Project by the end of the Term, unless otherwise agreed in writing by the Province.
8. Yekooche First Nation 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

9. Yekooche First Nation will prepare and publicly release reports on the Project as follows:
 - a. the Project Budget, no later than June 30, 2024;
 - b. an annual report describing progress on the outcomes and results identified in the Project Budget, within 30 days after March 31, 2025; and
 - c. a final report describing progress on the outcomes and results identified in the Project Budget released within six months after the full expenditure of the Funds or the end of the Term, whichever is earlier.

(collectively, the "**Reports**")

10. Yekooche First Nation 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, Yekooche First Nation 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 Yekooche First Nation (or its employees) or its contractors (or their employees) have in the Reports.

11. Yekooche First Nation 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

12. Yekooche First Nation 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 Yekooche First Nation's use and expenditure of the Funds.
13. Yekooche First Nation will grant the Province and its agents access, at any reasonable time and on reasonable notice to Yekooche First Nation, to Yekooche First Nation's premises to inspect and, at the Province's discretion, copy any of the records referenced under section 12. Yekooche First Nation will provide reasonable assistance to the Province to allow the Province to exercise its rights under this section.

Public Statements

14. Yekooche First Nation 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.
15. Yekooche First Nation will ensure that the Province:
 - a. is provided all relevant materials in advance of any approval referenced in section 14;
 - 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.

16. Without limiting section 14, Yekooche First Nation will acknowledge the Funds in statements made to the public and third party beneficiaries with the following statement:

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

Province Intellectual Property

17. Yekooche First Nation 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 Yekooche First Nation 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 Yekooche First Nation from time to time.

Representations or Warranties

18. Yekooche First Nation 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, Yekooche First Nation in accordance with its terms;
- c. all information, certificates, statements, documents and Reports furnished or submitted by Yekooche First Nation 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. Yekooche First Nation has sufficient trained staff and resources in place to fulfil its obligations under this Agreement;
- e. Yekooche First Nation 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.

19. If any representation, warranty, certificate, document or Report becomes untrue or inaccurate during the Term, Yekooche First Nation shall promptly advise the Province.

20. The provisions of sections 18 and 19 will continue in full force and effect notwithstanding the fulfillment by Yekooche First Nation of any or all of its obligations under this Agreement or the grant by the Province to Yekooche First Nation of any or all of the monies that the Province has agreed to provide to Yekooche First Nation pursuant to this Agreement.

21. Yekooche First Nation acknowledges and agrees that the Province has not provided any representation or warranty of any kind concerning the Project.

Default

22. Any of the following will constitute an event of default of Yekooche First Nation under this Agreement (an **"Event of Default"**):

- a. Yekooche First Nation fails to comply with a provision of this Agreement;

- b. any representation or warranty made by Yekooche First Nation in this Agreement is untrue or inaccurate;
- c. any information, statement, certificate, report or other document furnished or submitted by or on behalf of Yekooche First Nation 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 Yekooche First Nation which, in the opinion of the Province, materially adversely affects the ability of Yekooche First Nation to fulfil its obligations under this Agreement;
- e. an order is made, a resolution is passed, or a petition is filed for the liquidation or winding up of Yekooche First Nation;
- f. Yekooche First Nation becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; and
- g. Yekooche First Nation substantially ceases to operate in accordance with its established mandate.

23. If an Event of Default occurs the Province may at its discretion and without limitation:

- a. terminate this Agreement by written notice from the Province to Yekooche First Nation;
- b. if the Province believes, in its discretion, that the Event of Default is capable of being cured by Yekooche First Nation:
 - i. by written notice to Yekooche First Nation, require that the Event of Default be remedied within a time period specified in the notice;
 - ii. Yekooche First Nation 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 Yekooche First Nation 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 Yekooche First Nation;
- c. specify amounts, not to exceed in total the Funds, that have not been accounted for and applied by Yekooche First Nation, that, within 60 days of actual or deemed receipt by Yekooche First Nation of notice given by the Province to Yekooche First Nation, will become due and be payable by Yekooche First Nation to the Province;
- d. require Yekooche First Nation to make public the fact that an Event of Default has occurred; and
- e. pursue any remedy or take any action available to it at law or in equity.

Indemnity

24. Yekooche First Nation 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 Yekooche First Nation in this Agreement; or (b) any breach or failure by Yekooche First Nation to perform or fulfil any covenant, condition, or obligation of Yekooche First Nation contained in this Agreement; or (c) any act or omission by Yekooche First Nation or by any of Yekooche First Nation'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

25. 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.

26. Unless the Parties otherwise agree in writing, mediation under section 25 will be held in Victoria, British Columbia.

27. Unless the Parties otherwise agree in writing, the Parties must share equally the costs of a mediation under section 25 other than those costs relating to the production of expert evidence or representation by counsel.

Aboriginal and Treaty Rights Matters

28. 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 Yekooche First Nation's Aboriginal or treaty rights recognized and affirmed under section 35 of the *Constitution Act, 1982* ("**Section 35 Rights**").

29. For clarity, the Funds do not constitute a contribution to any advance settlement payment by the Province in respect of any of Yekooche First Nation's Section 35 Rights.

30. 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 Yekooche First Nation's Section 35 Rights; or
- 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 Yekooche First Nation's Section 35 Rights or as part of the obligation of the Province to consult and, as appropriate, accommodate.

Confidentiality

31. 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 Party, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to fulfill this Agreement.

Notices

32. 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 Bo 9100 STN PROV GOVT
Victoria, British Columbia
Canada, V8W 9B1
Email: Cory.Waters@gov.bc.ca
Attention: Cory Waters, Chief Negotiator

- b. and if to Yekooche First Nation:

Yekooche First Nation – Finance Office
1890 3rd Avenue
Prince George, British Columbia
Canada, V2M 1G4
Email: exec.director@yekooche.com
Attention: Hopeton Loudon, Executive Director

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.

33. 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

34. Notwithstanding any other provision of this Agreement, the payment of money by the Province to Yekooche First Nation pursuant to this Agreement is subject to:
- a. there being sufficient monies available in an appropriation, as defined in the 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

35. 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.
36. Yekooche First Nation will not be a dependent contractor or employee of the Province under this Agreement.
37. Yekooche First Nation 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

38. Sections 3, 4, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 50, 54 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, either at law or in equity, will survive any expiration or sooner termination of this Agreement.
39. 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.
40. 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.
41. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.
42. 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.

43. Time will be of the essence in this Agreement.
44. 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.
45. 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.
46. Any reference to a statute in this Agreement, whether or not that statute has been defined, includes amendments to that statute and all regulations at any time made under or pursuant to that statute.
47. This Agreement will be interpreted and construed with such changes in number and gender as the context so requires.
48. 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.
49. Any reference to the Province's "discretion" means the Province's sole, absolute and unfettered discretion.
50. 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.
51. Yekooche First Nation will not, without the prior written consent of the Province assign, either directly or indirectly, this Agreement or any right of Yekooche First Nation under this Agreement.
52. This Agreement will enure to the benefit of and will be binding upon the Province and its assigns and Yekooche First Nation and its successors and permitted assigns.
53. Any amendments to this Agreement will be made by the written agreement of the Parties.
54. Nothing in this Agreement operates as a consent, permit, licence, approval or authorization by the Province or any Ministry or Branch thereof to or for any actions or activities by Yekooche First Nation or any of its affiliates related to the Project that by statute Yekooche First Nation is required to obtain.
55. Nothing in this Agreement shall be construed as creating a future funding obligation on the part of the Province to Yekooche First Nation in relation to the Project.
56. 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



Honourable Murray Rankin
Minister of Indigenous Relations and Reconciliation

Executed this 27 day of March, 2024

Yekooche First Nation
as represented by Chief and Council



Chief Mitchell Joseph
Yekooche First Nation

Executed this 7 day of March, 2024