



March 29, 2017

Ref: 41443

Paul Donald  
Chief Executive Officer  
All Nations Trust Company  
520 Chief Eli LaRue Way  
Kamloops, BC V2H 1H1

Dear Paul Donald,

The Province of British Columbia and the All Nations Trust Company (ANTCO) have had a successful partnership that has led to increased numbers of successful Aboriginal owned businesses across British Columbia.

The Province is pleased to confirm a grant of \$400,000 to ANTCO to be applied to the Aboriginal Business Loan Program as per the agreement attached as Appendix A. Funds not used in support of the Aboriginal Business Loan Program must be returned to the Province within 30 days of a written request.

The purpose of this funding is to enhance economic development by supporting business enterprises that are 51% Aboriginal owned.

Please indicate your acceptance of the terms outlined above by signing and returning a copy of this letter to Ms. Juanita Berkhout, A/Executive Director, Socio-Economic Partnerships Branch, at:

Ministry of Aboriginal Relations and Reconciliation  
PO Box 9100 Stn Prov Govt  
Victoria, BC V9W 9B1

Or via email to:  
[Juanita.Berkhout@gov.bc.ca](mailto:Juanita.Berkhout@gov.bc.ca)

I appreciate and wish you success in your efforts to support Aboriginal businesses across British Columbia. Please contact Ms. Berkhout if you have any questions or concerns.

Yours truly,

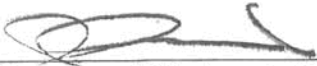


Laurel Nash  
Assistant Deputy Minister

Attachment (1)

pc: Juanita Berkhout  
A/Executive Director  
Socio-Economic Partnerships Branch  
Ministry of Aboriginal Relations and Reconciliation

SIGNED AND DELIVERED on behalf of All Nations Trust Company



Signature of Signing Authority

March 30/17

Date

Paul Donald, CEO

Printed Name and Title of Signing Authority



Natural Resource Sector

# MARR REQUEST FOR GOVERNMENT TRANSFER

## COMPLETE THIS SECTION AFTER APPROVALS TO INITIATE PAYMENT

INVOICE NUMBER:	TP17-937	INVOICE PAYMENT AMOUNT	\$400,000
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## MINISTRY AND TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	Aboriginal Relations & Reconciliation	BRANCH	SEPB
BRANCH CONTACT NAME:	Juanita Berkhout	DIVISION:	SPID
PROJECT TITLE:	All Nations Trust Company	PHONE:	250 356-2536
START DATE:	Mar 30-17	END DATE:	Mar 30-17
TOTAL AMOUNT:			\$400,000

## RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	All Nations Trust Company		
RECIPIENT'S ADDRESS:	520 Chief Eli LaRue Way, Kamloops, B.C. V2H 1H1		
REPRESENTATIVE'S NAME:	Paul Donald, Chief Executive Officer	DATE OF REQUEST Mar 31-17	
E-MAIL:	PaulD@antco.bc.ca	PHONE:	778-471-4110
		FAX:	250-372-2585

## PROJECT DETAILS

PURPOSE OF PROJECT:	Recipient Program Support
DESCRIPTION OF THE PROJECT	This \$400,000 funding is the loan forgiveness portion of a part of the disbursements noted under Schedule A of TP17SID016 with All Nations Trust Company that provides for administrative services for ANTCO to manage the program which includes its own lending and subcontracted lending from other Aboriginal Capital Corporations (see the partners below). This payment is in response to the <u>grant letter</u> to All Nations Trust in the amount of \$400,000. Please see the attached draft grant letter and agreement TP17SID016.
EXPLANATION AS TO HOW THE TRANSFER SUPPORTS THE MINISTRY SERVICE PLAN & OBJECTIVES [REQUIREMENT OF CPPM 21.3.1]	Objective 1: Improved economic and social outcomes for Aboriginal peoples Work across ministries to support Aboriginal peoples' access to programs and services associated with economic development including business venture opportunities and access to programs and services associated with skills development and training.
WHAT ARE THE EXPECTED OUTCOMES AND HOW WILL THE MINISTRY DETERMINE THAT THEY HAVE BEEN ACHIEVED?	<b>The program will commit \$0.5 million to support \$1.25 million in lending by the lenders.</b>
PARTNERSHIPS INVOLVED:	<b>All Nations Trust Company (Kamloops), Nuuchah-nulth Economic Development Corporation (Port Alberni), Tribal Resources Investment Corporation (Prince Rupert) and Tale'awtxw Aboriginal Capital Corporation (W. Vancouver).</b>
MINISTRY'S ROLE:	<b>Funding partner</b>
WHAT MONITORING IS IN PLACE? EXAMPLE: • PERFORMANCE TARGETS • MILESTONES	<b>An annual spending target is provided through the agreement. ANTCO provides an annual activity plan and monthly reporting on progress towards meeting the budget target.</b>
RECIPIENT IS:	<input type="checkbox"/> WITHIN <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY

## TRANSFER TYPE AND SELECTION PROCESS

☒ GRANT -STOB 77 – PGO PO Class: G

☐ SHARED COST ARRANGEMENT - STOB 80 - PGO PO Class: A

TYPE OF SCA ARRANGEMENT: REIMBURSEMENT ARRANGEMENT

IF FINANCING ARRANGEMENT IS CHOSEN - EXPLAIN WHY IT IS NOT REASONABLE FOR THE RECIPIENT TO WAIT FOR REIMBURSEMENT

TRADE AGREEMENT EXCLUSION CODE	100 - PURCHASE SUBJECT TO AIT
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SELECT THE CODE FOR THE <u>PROCUREMENT PROCESS USED</u> .	208 Direct Award - SCA - Financial Assistance to Target Group
PROVIDE RATIONALE FOR PROCESS CODE CHOSEN. [IF CODE 208 WAS SELECTED ABOVE, INCLUDE SPECIFIED TARGET GROUP]	<b>Aboriginal adults</b>

BUDGET					
ACCOUNT CODING	CLIENT (MINISTRY)	RESPONSIBILITY	SERVICE LINE	STOB	PROJECT
	<b>120</b>	<b>0796B</b>	<b>04600</b>	<b>7703</b>	<b>07AF002</b>
PAYMENT METHOD	ELECTRONIC FUNDS TRANSFER IF 'D' cheque, provide instructions & mailing address:				
FUNDING SOURCE:	<input type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input checked="" type="checkbox"/> Other FCF <input type="checkbox"/> Funding is available within the division <input type="checkbox"/> Funding is not available within the division but approved within the Ministry Treasury Board Approval Number # <input type="checkbox"/> Funding is recoverable Recovery Source:                      Recovery Amount \$				
BUDGET BREAKDOWN:	\$400,000                      FY17				
GST APPLICABLE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    VOTE    Vote 11 - ABRI - Ministry Operations				

RECIPIENT CAPACITY	
WHAT DUE DILIGENCE WAS DONE TO ASSURE THAT THE RECIPIENT HAS SUFFICIENT CAPACITY TO COMPLETE THE PROJECT? [REQUIREMENT OF CPPM 21.3.5]	<b>Long history with this organization – they have been delivering this program since 1989.</b>

RISKS	
IDENTIFY RISKS AND STEPS TAKEN TO MITIGATE THE RISKS: EXAMPLE: FINANCIAL, SAFETY, PUBLIC RELATIONS ETC.	<ul style="list-style-type: none"> <li>A downturn in the economy may result in the program not being fully committed.</li> <li>Risk mitigation: WCB, certificate of insurance required; proscribed process monitored by MARR for deliverables as per the SCA</li> <li>Monthly reporting by recipient</li> </ul>
WHAT ARE THE RISKS IF THIS TRANSFER DOES NOT PROCEED?	<ul style="list-style-type: none"> <li>Approximately 100 Aboriginal businesses would not receive business loans and may not begin operation or create expansion, with the concurrent loss of employment and economic activity.</li> <li>perception that the Province is withdrawing services to Aboriginal people</li> </ul>
OTHER CONSIDERATIONS:	<input checked="" type="checkbox"/> THE TRANSFER WILL NOT ADVERSELY AFFECT EXISTING INDUSTRY <input checked="" type="checkbox"/> THE TRANSFER WILL NOT CREATE A CONFLICT OF INTEREST BETWEEN PARTIES

APPROVAL			
POLICY REVIEW COMPLETED AND ATTACHED		BUDGET REVIEW COMPLETED	
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
CHIEF FINANCIAL OFFICER NAME: Ranbir Parmar	_____ SIGNATURE	_____ DATE	
QUALIFIED RECEIVER NAME: Juanita Berkhout	_____ SIGNATURE	_____ DATE	
ASSISTANT DEPUTY MINISTER (PROGRAM) NAME: Laurel Nash	_____ SIGNATURE	_____ DATE	

## APPROVAL

☐☐

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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Page 5 of 6 ARR-2017-72078

## POLICY APPROVAL

From: Burrage, Barbara CSNR:EX  
Sent: Wednesday, March 23, 2016 3:55 PM  
To: Kelly, Susan M ABR:EX  
Subject: RE: ANTCO Aboriginal Business Loan Program Grant letter March 17 16 (2).docx

Hi Susan,

When you send the Request form and letter to the Transfer Payment mailbox, include this letter to show that it has been through a policy review and it does comply with government financial policy.

Thanks,  
Barbara

Barbara Burrage | Manager, Procurement Services  
Corporate Services| Natural Resource Sector | Phone: (250) 387-5264

From: Kelly, Susan M ABR:EX  
Sent: Wednesday, March 23, 2016 3:00 PM  
To: Burrage, Barbara CSNR:EX  
Subject: RE: ANTCO Aboriginal Business Loan Program Grant letter March 17 16 (2).docx

Yes. I will accept the changes and get an RGT drafted.

Susan

From: Burrage, Barbara CSNR:EX  
Sent: Wednesday, March 23, 2016 2:53 PM  
To: Kelly, Susan M ABR:EX  
Subject: ANTCO Aboriginal Business Loan Program Grant letter March 17 16 (2).docx

Hi Susan,

Are you OK with the extra sentence I added regarding repayment?

Thanks,  
Barbara

Page 01 to/à Page 02

Withheld pursuant to/removed as

DUPLICATE

**PROVINCE OF BRITISH COLUMBIA**  
**MINISTRY OF ABORIGINAL RELATIONS AND RECONCILIATION**  
**SHARED COST ARRANGEMENT**

THIS AGREEMENT is made effective the 1<sup>st</sup> day of April, 2016.

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA, represented by the Minister of Aboriginal Relations and Reconciliation

(the "Province", "we", "us" or "our", as applicable)

OF THE FIRST PART

**AND:** All Nations Trust Company (ANTCO)

(the "Recipient", "you" or "your" as applicable)

OF THE SECOND PART

The parties to this Agreement agree as follows:

**SECTION 1 - DEFINITIONS**

1. Where used in this Agreement:

- (a) "Aboriginal Lending Organization" means a lending organization that is one-hundred percent (100%) owned and controlled by Aboriginal peoples and is providing lending services from an office in British Columbia;
- (b) "Borrower" means any person, business, either incorporated or unincorporated, not-for-profit society or band/community organization which receives a loan under the First Citizens Fund Loan Program;
- (c) "Borrower's Fee" means an amount of one and a half percent (1.5%) of the loan amount intended to cover the costs incurred by the Program Lender for administering the Program Loan;
- (d) "Business Day" means any day except a Saturday, a Sunday, or a statutory holiday in British Columbia;
- (e) "Business Operations" means activities related to the day-to-day running of the business such as accounting, payroll, marketing, tax, staff and management;



- (f) "Community-Owned Business" means any ownership structure, such as an Aboriginal not-for-profit society or for-profit corporation, engaging in a business venture where the profits accrue to the community;
- (g) "Contract Price" means the total aggregate value stipulated in the Schedule B;
- (h) "Declaration" means the "Declaration of Applicant" attached to the loan application form;
- (i) "Disbursement" means the amount of the Program Loan, which has been released by ANTCO;
- (j) "Early Payout" means the event that the 40% deferred contribution amount is processed from the trust account and paid onto the Program Loan earlier than the original amortization schedule.
- (k) "FCF Contribution" means an amount paid by the Province from the First Citizens Fund under the terms and stipulations of this Agreement.
- (l) "Fiscal Year" means the twelve-month period from April 1st of a calendar year to March 31st of the following calendar year;
- (m) "Lifetime Maximum Amount" means the total maximum amount in Program Loans that a Borrower is eligible to receive under the Loan Program. Lifetime Maximum Amount is determined to be the total amount in Program Loans taken out by a Borrower as a sole owner or partner in any business, project or business venture under the program. Any Borrower who is an owner, in whole or in part, at the time any loan is received under the program will have the proportionate loan value applied against their allowable Lifetime Maximum Amount;
- (n) "Loan Application" means an application for a Program Loan, as set out in the form of a "Program Description and Guidelines" under the Loan Program or in another form suitable to ANTCO and the Province, including a signed Declaration;"
- (o) "Loan Default" means the event that the Program Lender has declared the outstanding balance of a Program Loan to be immediately due and payable and demanding payment thereof from the Borrower after all attempts to restructure the loan have been exhausted;
- (p) "Loan Program" means the loan program established within British Columbia under the First Citizens Fund Business Loan Program;
- (q) "Material" means all findings, data, reports, documents, Records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Recipient as a direct result of this Agreement, but does not include:
  - i) Client Case Files or Personal Information which could reasonably be expected to reveal the identity of clients; or
  - ii) Property owned by the Recipient;
- (r) "Minister" means the Minister of Aboriginal Relations and Reconciliation, the Deputy Minister of Aboriginal Relations and Reconciliation and any person authorized by either of them to act for or on their respective behalf;
- (s) "Payout" means a payment from the trust account made by ANTCO as an instalment of an FCF Contribution on a Program Loan;



- (t) "Personal Information" means recorded information about an identifiable individual;
- (u) "Privately-Owned Business" means any business with an ownership structure, such as a sole proprietorship or partnership, engaging in a business venture where the profits of the business accrue to the owners.
- (v) "Program Lender" means ANTCO or any Aboriginal Lending Organization subcontracted by ANTCO to provide Program Loans;
- (w) "Program Loan" means a loan disbursed in whole or in part to a Borrower by ANTCO, under this Agreement, and includes the amount of the Borrower's Fee;
- (x) "Project" means the project described in Schedule A;
- (y) "Recovery" means, in the event of a Loan Default or any other event giving ANTCO the right to enforce its rights under a Program Loan, the taking by ANTCO of all steps in accordance with ANTCO's reasonable commercial practices, to recover all amounts due under a Program Loan including, without limiting the foregoing, enforcing its rights by realizing on the security or Other Security;
- (z) "Recipient" means the organization receiving the contribution;
- (aa) "Refund" means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement;
- (bb) "Restrictive Lending" means any practice or policy exercised by the lending institution which restricts qualified Borrowers from applying or being approved for a Program Loan;
- (cc) "Security" means all security with respect to each Program Loan taken by ANTCO from each Borrower, but this does not include any security provided to the Program Lender through this Agreement;
- (dd) "Services" means the services described in the Schedule A;
- (ee) "Term" means the start and end date of the Agreement stipulated in the Schedule A;
- (ff) "Terms" means lending terms relating to a Program Loan including interest rate, payment frequency, amortization period, Security or any condition stipulated in the contract as part of the loan agreement; and,
- (gg) "Trust Account" means the current account conducted by ANTCO, in trust for the Province, to disburse FCF Contributions on Program Loans

## SECTION 2 - APPOINTMENT

The Recipient will carry out and complete the Project described in Schedule "A" and will use the Province's funding only for the purpose of defraying Eligible Costs incurred by the Recipient in carrying out and completing the Project.

## SECTION 3 - PAYMENT OF A CONTRACT PRICE

Subject to the provisions of this Agreement, the Province will pay the Recipient, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

Notwithstanding any other provision of this Agreement the payment of the Contract Price by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, 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 subparagraph (a) of this paragraph.

The Recipient must:

- (a) apply for any Refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement, and
- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.

The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.

#### SECTION 4 - REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:

- (a) all information, statements, documents and reports furnished or submitted by the Recipient to the Province in connection with this Agreement are true and correct;
- (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
- (c) the Recipient is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it.

All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.

All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

#### SECTION 5 - INDEPENDENT RELATIONSHIP

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.

The Recipient will be an independent and neither the Recipient nor its servants, agents or employees will be the servant, employee, or agent of the Province.

The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm, or corporation.

The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

## SECTION 6 - RECIPIENT'S OBLIGATIONS

The Recipient will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
- (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) without limiting the provisions of subparagraph (c) of this section carry out criminal record checks as required by the *Criminal Records Review Act*, in accordance with Schedule "C" to this Agreement;
- (f) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (g) co-operate with the Province in making such public announcements regarding the Services and the details of this Agreement as the Province requests; and
- (h) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:  
*"We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Aboriginal Relations and Reconciliation."*

## SECTION 7 - RECORDS

The Recipient will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of the Agreement Price;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Recipient to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes),



- whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement; and
- (d) obtain the consent of clients to allow provincial employees or designates access to Client Case Files for the purposes of service monitoring and evaluation and research purposes, as outlined in the attached Schedule E.

The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Recipient.

#### SECTION 8 - REPORTS/STATEMENTS AND ACCOUNTING

At the sole option of the Province, any portion of the Agreement Price provided to the Recipient under this Agreement and not expended at the end of the Term shall be:

- (a) returned by the Recipient to the Minister of Finance; or
- (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

#### SECTION 9 - CONFLICT OF INTEREST

The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

#### SECTION 10 - CONFIDENTIALITY

The Recipient will treat as confidential all information or material supplied to or obtained by the Recipient, or any sub-Recipient, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

#### SECTION 11 - DEFAULT

Any of the following events will constitute an Event of Default, namely:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;

- (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

## SECTION 12 - TERMINATION

Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Contract Price or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days written notice, or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person receiving the Services at immediate risk,

and in either case, the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Recipient that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

## SECTION 13 -- DISPUTE RESOLUTION

Dispute resolution process:

13.1 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;
- (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 under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the Commercial Arbitration Act.

Location of arbitration or mediation:

- 13.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 13.1 will be held in Victoria, British Columbia.

**Costs of mediation or arbitration**

- 13.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 13.1 other than those costs relating to the production of expert evidence or representation by counsel.

**SECTION 14 – INSURANCE AND INDEMNITY**

During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule "D", which may be amended from time to time at the sole discretion of the Province.

Without limiting the provisions of subparagraph (c) of Section 6, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.

The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-Recipient of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

**SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING**

The Recipient will not, without the prior, written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
- (b) sub-contract any obligation of the Recipient under this Agreement.

No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

**SECTION 16 - REPAYMENT OR REDUCTIONS**

If for any reason, the Project is not completed to the satisfaction of the Province, the Recipient will repay to the Province the Province's Funding (or any part which has been paid to the Recipient) under this Agreement, within 30 days of receipt by the Recipient of a written request for repayment from the Province.

**SECTION 17 – OTHER FUNDING**



If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

## SECTION 18 - NOTICES

Where in this agreement any notice or other communication is required to be given by any of the parties, it will be made in writing. It will be effectively given:

- (a) by delivery to the address of the party set out below, on the date of delivery; or,
- (b) by pre-paid registered mail, to the address of the party set out below, on the fifth business day after mailing;
- (c) by facsimile, to the facsimile number of the party, mentioned in this agreement, on the date the facsimile is sent; or
- (d) by e-mail, to the e-mail address of the party, mentioned in this agreement, on the date the e-mail is sent.

The address, phone, and facsimile numbers of the parties are:

**Province:** *Ministry of Aboriginal Relations and Reconciliation  
Strategic Partnerships and Initiatives Division  
PO Box 9100, Station Provincial Government  
Victoria, BC V8W 9B1  
Attention: Juanita Berkhout, Director  
Phone: (250) 387-2162/Fax: (250) 356-9467  
e-mail: Juanita.Berkhout@gov.bc.ca*

**ANTCO:** *All Nations Trust Company  
520 Chief Eli LaRue Way  
Kamloops, B.C. V2H 1H1  
Attention: Paul Donald, Chief Executive Officer  
Phone: (778) 471-4110/Fax: (250) 372-2585  
e-mail: PaulD@antco.bc.ca*

The address, phone number, or facsimile number set out above may be changed by notice in the manner set out in this provision.

## SECTION 19 - NON-WAIVER

No term or stipulation of this Agreement and no breach by the Recipient of any such term or stipulation will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.

The written waiver by the Province or any breach by the Recipient of any term or stipulation of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

## SECTION 20 - ENTIRE AGREEMENT

This Agreement including the Schedules and the Trust Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.



**SECTION 21 - MISCELLANEOUS**

Any amendments to this agreement will be made by agreement of both parties in writing, which will be executed by both parties.

All of the provisions of this Agreement in favour of the Province 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.

Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Project that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

**SECTION 22 - ACCEPTANCE**

Please indicate acceptance of the Terms and Stipulations of this Agreement by dating and executing both copies of this agreement in the space and manner indicated below and returning them to the Director, free of any conditions, at your earliest convenience. Note that in signing or executing below, you are committing to an agreement that is binding on the All Nations Trust Company (ANTCO).


IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the 26<sup>th</sup> day of May, 2016.

**SIGNED AND DELIVERED** on behalf of the Recipient

  
Paul Donald  
Chief Executive Officer

May 26, 2016  
Date

**SIGNED AND DELIVERED** on behalf of the Province,

  
Laurel Nash  
Assistant Deputy Minister  
Strategic Partnerships and Initiatives Division

May 27/16  
Date

## **SCHEDULE A – SERVICES**

The Project

Between

The Ministry of Aboriginal Relations and Reconciliation

And

All Nations Trust Company

### **Term**

April 1, 2016 – March 31, 2017

### **BACKGROUND**

The Province desires to support Aboriginal economic development, in particular, Aboriginal-owned and operated businesses.

ANTCO has agreed to provide loans under the First Citizens Fund Business Loan Program.

Notwithstanding Sections 5 and 15, when ANTCO or its subcontractors enter into Program Loans, the Province is committed to repaying 40% of the principal of the Program Loan in pro-rated payments on behalf of the borrower, or up to 40% of the principal of the Program Loan through Loan Default or Early Payout procedures as specified in the appendices to this schedule.

In consideration of ANTCO administering the First Citizens Fund Business Loan Program, the parties entered into an agreement called the Trust Agreement for administration of the provincial payments under the program.

### **SCOPE OF WORK**

1. This schedule sets out the Loan Program administration expectations and prerequisites for disbursement of Program Loans.
2. ANTCO agrees to administer the Loan Program to achieve the following objectives:
  - a) To support Aboriginal economic development through:
    - i) supporting the creation of successful new Aboriginal-owned and operated businesses;
    - ii) supporting the expansion of existing Aboriginal business and employment opportunities; and,
    - iii) supporting the purchase of existing businesses by Aboriginal entrepreneurs.
3. ANTCO shall carry out all work necessary to deliver, administer and monitor the Loan Program including, but not limited to, its obligations described in this Agreement.
4. ANTCO's fees for this work shall be the amounts described in Schedule B.
5. ANTCO, before disbursement to a Borrower, shall deduct from every Program Loan a non-negotiable one and a half percent (1.5%) Borrower's Fee. The Borrower's Fee is calculated as a percentage of

the loan principal and included as part of the Program Loan. Borrower's Fees collected will be used to offset Loan Program administration costs.

6. ANTCO shall not provide a Program Loan to a Borrower until it is satisfied, through reasonable investigations, that the Borrower:
  - (a) is normally resident in British Columbia and of North American Aboriginal Ancestry (status, non-status, Métis or Inuit), whose Loan Application is intended for Business Operations where the principal location is in British Columbia; or,
  - (b) is a company, partnership, or society, where at least fifty-one percent (51%) of the effective ownership and control is by persons fulfilling the requirements in 5(a) above, and where the head office and primary Business Operations of the business enterprise is in British Columbia.
7. ANTCO shall not provide Program Loans using any form of Restrictive Lending practice or policy within the Province.
8. ANTCO will administer the program in a manner that facilitates equitable access to the Loan Program for all Aboriginal people within British Columbia.
9. ANTCO may enter into subcontracting agreements with other Aboriginal Lending Organizations to assist in the delivery of the Loan Program. Subcontractors may have a Restricted Lending policy limited to sectoral lending or geographic area.
10. ANTCO shall not provide a Program Loan to a Borrower unless:
  - (a) the Borrower has submitted a completed Loan Application and a business plan;
  - (b) the Borrower has provided ANTCO with satisfactory evidence that the intended business is likely to create permanent employment; and
  - (c) ANTCO believes that a Borrower's intended business is commercially viable and has reasonable prospects for success;
11. ANTCO shall not provide a Program Loan to a Borrower until the Borrower has provided ANTCO some form of Security for the Program Loan. ANTCO's decision as to whether the Security is acceptable shall be based on reasonable debt financing practices.
12. ANTCO shall not provide a Program Loan to a Borrower for the purpose of refinancing existing debt, for revolving lines of credit, or for re-financing existing businesses.
13. ANTCO shall not provide a Program Loan to:
  - (a) any employee of the Ministry of Aboriginal Relations and Reconciliation without receiving prior written approval from the Minister;
  - (b) any other provincial employee, without a signed Declaration by the Borrower within the Loan Application stating that the Borrower is not in contravention of the "Standards of Conduct for Public Service Employees", and without prior written approval from the Minister.
14. ANTCO shall not provide a Program Loan, including a one and a half percent (1.5%) Borrower's Fee, to any individual or Privately-Owned Business in an amount greater than seventy-six thousand, one hundred and twenty-five dollars (\$76,125).
15. ANTCO shall not provide Program Loans, including a one and a half percent (1.5%) Borrower's Fee, to any community ownership entity or Community-Owned Business in an amount greater than seventy-six thousand, one hundred and twenty-five dollars (\$76,125) in any fiscal year and shall limit active Program Loans to a maximum total of \$76,125 at any one time:

16. (a) A Borrower owning a privately-owned business (or businesses) may apply for multiple Program Loans although ANTCO will ensure that the Borrower does not exceed a Lifetime Maximum Amount including a one and a half percent (1.5%) Borrower's Fee, of seventy-six thousand, one hundred and twenty five dollars (\$76,125).

(b) A Borrower owning a Community-Owned Business (or businesses) may apply for multiple Programs Loans although ANTCO will ensure that the community ownership entity, as the Borrower, does not exceed a Lifetime Maximum Amount including a one and a half percent (1.5%) Borrower's Fee, of two hundred and twenty-eight thousand, three hundred and seventy-five \$228,375.

17. The Province requires a minimum amount of equity for Program Loans as follows:
- (a) ten percent (10%) cash equity contributed to the financial cost of the Borrower's project where the loan is over twelve thousand five hundred (\$12,500); or
  - (b) ten percent (10%) of cash or other equity where the loan amount is less than twelve thousand, five hundred dollars (\$12,500).

Program Lenders may require more equity at their discretion.

18. The amortized term for any Program Loan is between one (1) and ten (10) years, with a 5-year limit on Program Loans for working capital.
19. In addition to the Loan Application, ANTCO shall ensure that Program Loan documents between itself and the Borrower contain the terms described in clause 50 of this schedule.
20. ANTCO shall, at all times, administer each Program Loan in accordance with prudent commercial practice, and may withhold undisbursed Loan Program funds if, in the opinion of ANTCO there is a material and adverse change in the financial circumstances of the Borrower, at any time after receipt of the Borrower's application.
21. ANTCO reserves the right to deny a Program Loan to any Borrower where ANTCO assesses that the Borrower has not met the terms and stipulations described in Schedule A or for any other reasonable justification determined by ANTCO.
22. ANTCO may establish a process to review decisions made by ANTCO or any Program Lender upon appeal under the Loan Program. The Province will be notified of any appeal proceedings and will receive a copy of any appeal decisions.
23. If the provisions of this Agreement are fulfilled:

- (a) the Province will pay up to forty percent (40%) of the Program Loan principal upon the Borrower meeting principal and accruing interest repayment obligations and ANTCO will apply that amount to the Program Loan due from the Borrower.

Schedule A – Appendix 2 sets out the procedures for applying and administering the forty percent (40%) FCF Contributions.

- (b) and the Borrower is in Loan Default, the Province guarantees to ANTCO forty percent (40%) of the Program Loan. Any amount over sixty percent (60%) of the Program Loan which has been paid either by the Borrower or previously paid by the Province to ANTCO or obtained by ANTCO through Recovery, or by any combination therein, will be returned to the Province.

Schedule A – Appendix 3 sets out the default loan procedures.

- (c) and the Program Lender has recommended an Early Payout, the Province will pay to ANTCO forty percent (40%) of the Program Loan, or the balance of any remaining FCF Contributions that would equal forty percent (40%) of the Program Loan, and ANTCO will apply that amount to the Program Loan due from the Borrower. ANTCO will adhere to the general parameters for eligibility for Early Payout.

Schedule A- Appendix 4 sets out the Early Payout procedures.

- 24. FCF Contributions, as specified in clause 23 of this schedule, will be made by ANTCO by means of a payment from the Trust Account.
- 25. The Province will not be liable to pay ANTCO under this Agreement in the case;
  - (a) of a Borrower repaying sixty percent (60%) of the principal, plus interest, of a Program Loan if;
    - i) ANTCO fails to comply with this Agreement; or,
    - ii) ANTCO changes the Terms of the Program Loan between itself and the Borrower without prior written notice to the Province.
  - (b) of a Borrower in Loan Default of a Program Loan if;
    - i) ANTCO fails to comply with this Agreement; or,
    - ii) ANTCO changes the Terms of the Program Loan between itself and the Borrower without prior written notice to the Province; or,
    - iii) the Borrower has provided Security to ANTCO, and ANTCO has failed to register it in the appropriate registry; or,
    - iv) where the Borrower has provided Security to ANTCO, ANTCO releases or discharges any or all of the Security taken under the Program Loan; and,
    - v) unless ANTCO has made a written demand for payment upon the Borrower; and,
    - vi) unless ANTCO provides statements, signed by an employee of ANTCO acceptable to the Province as described in Schedule A – Appendix 3.
  - (c) of a Borrower where an Early Payout has been approved of the Program Loan if;
    - i) ANTCO fails to comply with this Agreement; or,
    - ii) ANTCO changes the terms of the Program Loan between itself and the Borrower without prior written notice to the Province; and,
    - iii) unless ANTCO provides a statement, signed by an employee of ANTCO acceptable to the Province as described in Schedule A – Appendix 4.
- 26. Notwithstanding clause 25 of this schedule, the Province may, after consulting with ANTCO, waive any of the prerequisites for contribution listed as clauses 25 (a), (b) and (c) of this schedule.
- 27. Where a Borrower is in Loan Default, ANTCO shall commence, seek and complete Recovery in accordance with normal commercial realization practices.
- 28. ANTCO may abstain from realizing on any or all of the Security if;
  - (a) ANTCO's rights may be prejudiced by realizing on the Security; or,
  - (b) in ANTCO's opinion, determined in accordance with normal commercial practices, the costs incurred in realizing on the Security will exceed the potential Recovery; or
  - (c) the Province waives the requirement that ANTCO commence, seek and complete Recovery of any or all Security in respect of any specifically identified Program Loan.

29. For greater certainty and not so as to limit the generality of clauses 25(b) and 27 of this schedule, ANTCO need not commence, seek or complete Recovery pursuant to a Program Loan prior to requesting payment from the Province in respect of that Program Loan.
30. ANTCO shall pay the Province, in respect of sums received and applied in reduction of the Program Loan balance subsequent to the time the Province pays ANTCO, an amount equal to the amount by which the liability of the Province under this Agreement would have been reduced if such sums had been so received and applied prior to that time.
31. If the Security of the loan is property, the application of proceeds received from the realization on the property will, unless a contrary intention appears in the respective documents, be allocated pro rata between the amount outstanding pursuant to the Program Loan and the amount outstanding pursuant to any other debts and liabilities of the Borrower which are not Program Loans.
32. In the following limited circumstances, ANTCO may assign, sell or in any manner dispose of or encumber (the "Disposition") any of its interests or rights acquired under any Program Loans, if the disposition is:
- (a) to a chartered bank or a credit union incorporated under the Credit Union Incorporation Act R.S.B.C. 1996, c 82 and amendments thereto; or,
  - (b) required by law or by this Agreement.

ANTCO will provide written notice to the Province if it assigns a Program Loan.

33. ANTCO may subcontract any of its obligations under this Agreement to other Aboriginal Lending Organizations if:
- (a) the organization is owned and controlled by Aboriginal people as per Section 1(a) of this Agreement;
  - (b) the organization complies with all the terms and stipulations of this Agreement and demonstrates its capacity and viability;
  - (c) ANTCO records all subcontracts in the monthly reports and provides the Province with the same information as it provides for Program Loans which have not been subcontracted;
  - (d) ANTCO establishes subcontract performance measures and monitors their subcontracts; and
  - (e) an audit to determine compliance with the terms of the subcontract is undertaken by contracted external auditors at least every two years.
34. No subcontract entered into by ANTCO will relieve it of any obligation under this Agreement or impose any obligation or liability upon the Province to pay any sub-contractor.
35. Subcontractors who deny a Program Loan based on their Restrictive Lending Policy other than that described in clause 9 of this schedule may have their allocation reviewed for possible reduction on a pro-rated basis, should ANTCO approve a loan, in accordance with Program Loan criteria, to the denied applicant under the Loan Program.



36. Subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, the Province may in its sole discretion or upon request release information regarding Borrowers under this program.
37. ANTCO will obtain the informed consent of each Borrower under the Loan Program regarding clause 36 of this schedule.
38. The Province may, at its sole discretion, contact the Borrower for the purposes of obtaining primary research data about the Borrower's participation in the Loan Program for program evaluation purposes or to obtain permission to use the Borrower's story or photo for press release purposes, or both.
39. ANTCO will obtain the informed consent of each Borrower under the Loan Program to make such contact under clause 38 of this schedule.
40. ANTCO may be asked to contact the Borrower on the Province's behalf for the purposes of clause 38 of this schedule.
41. The Terms of each Program Loan shall be in writing, executed by the Borrower and ANTCO.
42. All Program Loan documents between ANTCO and the Borrower must have the following Terms:
  - a) All Program Loans shall be repayable in instalments within an amortization period of no less than one (1) year and no longer than ten (10) years.
  - b) Each Program Loan shall be supported by a Promissory Note given the Borrower for the amount of the Program Loan.
  - c) Proceeds of the Program Loan that from time to time remain undisbursed may be withheld by ANTCO if, in the opinion of ANTCO there is a material adverse change in the financial circumstances of the Borrower at any time after receipt of the Borrower's Loan Application.
  - d) ANTCO and the Province have the right to examine the premises and books of account of the Borrower at any time without notice to the Borrower. The Borrower will maintain their books of accounts in accordance with generally accepted accounting practices.
  - e) The Borrower will provide ANTCO or the Province with its financial statements upon request.
  - f) The Province may require the Borrower's financial statements be audited by an independent firm of accountants, the cost of which will be paid by the Province.
  - g) Subject to the provisions under the *Freedom of Information and Protection of Privacy Act*, the Province may in its sole discretion or upon request release certain information regarding the Borrower under this program.
  - h) The Province may at its sole discretion contact the Borrower for the purposes of collecting primary research data about the Borrower's participation in the Loan Program for program evaluation purposes or to ask for permission to use the Borrower's story or photo for press release purposes, or both.



- (i) The Borrower will permit to be erected such signs regarding the Program Loan as the Province or ANTCO requests.
  - (j) The Borrower shall ensure it has, at all times, insurance in the type and amount satisfactory to ANTCO for the amortization period of the Program Loan described in clause 42(a) of this schedule or until the loan is retired.
  - (k) The consent of the Borrower is not required for ANTCO to assign a Program Loan.
43. The Province will review ANTCO's performance under this Agreement based on an evaluation that will include but not be limited to:
- (a) ANTCO's ability to disburse the Loan Program allocation in a timely manner;
  - (b) ANTCO's ability to achieve the goals and objectives laid out in its annual activity plan to the Province;
  - (c) The timeliness and accuracy of the records it supplies to the Province;
  - (d) Audited financial statements; and
  - (e) Random examination of any Loan Program documentation described in Section 7.c, by a representative of the Province.
44. Records
- (a) ANTCO shall maintain financial records in accordance with generally accepted accounting principles.
  - (b) ANTCO shall maintain accurate books of account and records of all Program Loans, including:
    - i. documents provided or signed by the Borrower;
    - ii. the amount and date of all Program Loan Disbursements and repayments; and
    - iii. client files and Loan Applications forwarded but not approved.
  - (c) ANTCO shall not destroy these books of account and records until seven (7) years from the date at which each Program Loan has been either repaid in full or subject to Recovery by ANTCO, except loan applications forwarded but not approved which must only be retained for a period of two years.
45. The maximum amount ANTCO shall disburse in Program Loans in the 2016/17 fiscal year, under this Agreement is \$907,500 which amount excludes fees to ANTCO for administering the Loan Program described in Schedule B.
- ANTCO and ANTCO's subcontractors will be compensated for administering their Program Loans by each Program Lender retaining the one and a half percent (1.5%) Borrower's Fee deducted from the Program Loans disbursed by them, subject to the Terms of this Agreement.
46. Payment of money by the Province to ANTCO to satisfy Payouts of prior Program Loan commitments is subject to the Trust Agreement entered into by both parties on December 22, 1997, and any reference to Contribution Agreement in the Trust Agreement means this Agreement.





## DELIVERABLES

1. Annual Activity Plan in accordance with Schedule A, - REPORTING, clause 1.
2. Monthly reporting of loan activity and Trust Account activity as outlined in the following section: "REPORTING", clauses 3 and 5.
3. Quarterly reporting on loan application activity and status, as outlined in the following section, "REPORTING", clause 4.

## REPORTING

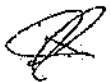
1. At the beginning of each fiscal year, ANTCO will provide an annual activity plan that shall include but not be limited to:
  - a) An anecdotal summary of regional economic conditions and trends in the Province, which may affect business opportunities and lending potential;
  - b) a description of sub-contractor areas served and summary of prior year lending activity;
  - c) the Loan Program allocation for the 2016/17 fiscal year; and,
  - d) subcontract performance measures.
2. At the beginning of this Agreement and thereafter upon request, ANTCO shall provide the Province with a copy of each subcontractor agreement and a copy of each Program Lender's application form and supporting information that is given to Loan Program applicants.
3. On or before the 7th business day following the end of each month, ANTCO shall provide the Province with a report of all Program Loans for the fiscal year, containing such information that the Province may reasonably require, including:
  - (a) a description of each Program Loan not previously reported as indicated in Schedule A - Appendix 1;
  - (b) a report summarizing each Program Loan, including the date and amount of Disbursements made by ANTCO;
  - (c) an accounting of the one and a half percent (1.5%) Borrower's Fee collected by ANTCO from each Borrower;
  - (d) where a Borrower is in Loan Default, a report in the form of Schedule A - Appendix 3; and,
  - (e) where a Borrower has been approved for an Early Payout, a report in the form of Schedule A - Appendix 4.

Reporting requirements identified in this clause will remain in effect until a new data management system is implemented which will require a revision to the above reporting expectations.

4. On a quarterly basis, ANTCO will provide the Province with a report of the total number of completed loan applications approved and denied by region by lender and containing such information as the Province may reasonably require.
5. For Trust Account payments made pursuant to this Agreement, ANTCO, as Trustee, shall provide, on or before the 7th business day following the end of each month, the following information:
  - (a) reconciled current account and/or investment statement; and,
  - (b) payouts made on loans.



- Reporting requirements for Payouts on loans identified in this clause will remain in effect until a new data management system is implemented, which will require a revision to the above reporting expectations.
6. Upon the request of the Province, ANTCO shall provide any other information on any Program Loan or on the Loan Program that the Province may reasonably require.
  7. ANTCO shall also provide the Province:
    - (a) ANTCO's annual audited financial statements; and,
    - (b) ANTCO's "conflict of interest guidelines".
  8. ANTCO will inform the Province when circumstances beyond ANTCO's control prevent delivery of the information within the agreed time frame. As part of the notification, ANTCO will inform the Province of the anticipated delivery date.



**SCHEDULE A – Appendix 1**

**BORROWER SUMMARY SHEET**

BORROWERS NAME AND ADDRESS:	(Company, Business Name)
ABORIGINAL ANCESTRY:	(Status, Non-Status, Métis, Inuit)
CONTACT PERSON:	
BUSINESS OWNERS:	(list here if different from above)
TELEPHONE NUMBER:	
FCF LENDER:	
PURPOSE OF LOAN:	(Business Start-up, Expansion, or Purchase, and a brief description.)
BUSINESS SECTOR:	(Forestry, Tourism, Service, etc.)
BUSINESS LOCATION:	(on/off reserve)
NUMBER OF WOMEN OWNERS:	(1, 2, 3, etc.)
YOUTH (UNDER 36):	(Yes/No)
BUSINESS STRUCTURE:	(Prop/Partner/Registered/Band/IV)
EMPLOYMENT CREATED:	(Full-time, Part-time)
TOTAL PROJECT COST:	(Including FCF)
FCF LOAN AMOUNT:	(Including Borrower's Fee)
BORROWERS FEE:	(Amount)
APPROVAL DATE:	(YY/MM/DD)
DISBURSEMENT DATE:	(YY/MM/DD)
TERM OF LOAN:	(Years/Months)
INTEREST RATE:	(%)
PAYMENT:	(Annual, Monthly, Skips)
PAYMENT AMOUNT:	
ESTIMATED FCF PAYOUT DATE:	



**SCHEDULE A – Appendix 2**

**REGULAR PROGRAM LOAN FCF CONTRIBUTION  
AND PAYOUT PROCEDURES**

1. Pursuant to clause 23 (a) of Schedule A, the Province will pay 40% of the principal of a Program Loan upon the Borrower meeting repayment obligations. The timing and amount of FCF Contributions may vary, however, there can only be one Payout claim made by Program Lenders per Program Loan per fiscal year on average and the following options may be employed:
  - (a) the forty percent (40%) FCF Contribution will be paid in four equal Payouts of ten percent (10%) of the Program Loan. Each ten percent (10%) deferred FCF Contribution claim will coincide with four successive fifteen percent (15%) reductions in the Program Loan amount resulting from loan repayments by the Borrower;
  - (b) for loans with an amortization period of four (4) years or less, there may be circumstances where using the process outlined in 1(a) above would result in more than one ten percent (10%) FCF Contribution per fiscal year. In those circumstances, it is recommended that the Program Lenders employ one of the following options:
    - (i) Program Lenders may apply the FCF Contribution to the Program Loan due from the Borrower in the manner set out in 1(a) and set up an accounts receivable entry until such time as one Payout claim is made for the total amount of FCF Contributions paid under a Program Loan in one fiscal year; or
    - (ii) Program Lenders may apply the FCF Contribution in pro-rated instalments that vary from 1(a) above that coincide with reductions in the Program Loan resulting from loan repayments by the Borrower in ratios of 15/10, 30/20, or 60/40 principal repayments to FCF Contributions that facilitates a schedule of one Payout per fiscal year on average.
  - (c) Notwithstanding 1(a) and (b) of this schedule, the Province may, after consulting with ANTCO, waive the prerequisites for contribution listed as 1(a) and (b) of this schedule and vary the schedule and percentage of deferred FCF Contributions in Program Loans.
2. ANTCO and its subcontractor's record of principal and interest repayments by the Borrower and FCF Contributions will contain the same information as the Loan Amortization Worksheet below.



# PROJECTIONS ONLY

Loan Amortization Worksheet 2000 4.0.a

Prepared For: FCF Client

Loan Type FCF (60/40)		Interest Rate 11.0000%	
Loan Amount \$51,000.00		Interest Start Date Mar 05 2009	
		Initial Payment Date Apr 05 2009	
		Calculated Payment Amount \$1,318.12	
Frequency Monthly	Override 1st Payment Amount \$0.00		
Term 4 years	Override All Payment Amounts \$1,320.00		

#	Payment Date	Payment Type	Period Payment	Principal	Interest	Extra Payment	Claim	Balance
1	05-Apr-2009	Interest	\$476.47	\$0.00	\$476.47	\$0.00	\$0.00	\$51,000.00
2	05-May-2009	Blended	\$1,320.00	\$858.80	\$461.10	\$0.00	\$0.00	\$50,141.10
3	05-Jun-2009	Blended	\$1,320.00	\$851.55	\$468.44	\$0.00	\$0.00	\$49,289.54
4	05-Jul-2009	Blended	\$1,320.00	\$874.37	\$445.63	\$0.00	\$0.00	\$48,416.17
5	05-Aug-2009	Blended	\$1,320.00	\$867.88	\$452.32	\$0.00	\$0.00	\$47,547.40
6	05-Sep-2009	Blended	\$1,320.00	\$875.79	\$444.21	\$0.00	\$0.00	\$46,671.70
7	05-Oct-2009	Blended	\$1,320.00	\$888.04	\$421.80	\$0.00	\$0.00	\$45,773.66
8	05-Nov-2009	Blended	\$1,320.00	\$892.36	\$427.64	\$0.00	\$0.00	\$44,881.30
9	05-Dec-2009	Blended	\$1,320.00	\$814.22	\$405.78	\$0.00	\$0.00	\$43,967.00
10	05-Jan-2010	Blended	\$1,320.00	\$809.24	\$410.78	\$0.00	\$5,100.00	\$37,957.84
11	05-Feb-2010	Blended	\$1,320.00	\$885.38	\$354.62	\$0.00	\$0.00	\$36,992.40
12	05-Mar-2010	Blended	\$1,320.00	\$1,007.84	\$312.18	\$0.00	\$0.00	\$35,984.62
13	05-Apr-2010	Blended	\$1,320.00	\$883.81	\$336.18	\$0.00	\$0.00	\$35,000.81
14	05-May-2010	Blended	\$1,320.00	\$1,003.65	\$316.45	\$0.00	\$0.00	\$33,997.26
15	05-Jun-2010	Blended	\$1,320.00	\$1,002.38	\$317.62	\$0.00	\$0.00	\$32,994.88
16	05-Jul-2010	Blended	\$1,320.00	\$1,021.89	\$298.31	\$0.00	\$0.00	\$31,973.19
17	05-Aug-2010	Blended	\$1,320.00	\$1,021.20	\$298.71	\$0.00	\$0.00	\$30,951.90
18	05-Sep-2010	Blended	\$1,320.00	\$1,030.83	\$289.17	\$0.00	\$5,100.00	\$24,821.07
19	05-Oct-2010	Blended	\$1,320.00	\$1,085.59	\$224.41	\$0.00	\$0.00	\$23,725.46
20	05-Nov-2010	Blended	\$1,320.00	\$1,088.36	\$221.65	\$0.00	\$0.00	\$22,627.13
21	05-Dec-2010	Blended	\$1,320.00	\$1,115.43	\$204.57	\$0.00	\$0.00	\$21,511.70
22	05-Jan-2011	Blended	\$1,320.00	\$1,118.03	\$200.87	\$0.00	\$0.00	\$20,392.87
23	05-Feb-2011	Blended	\$1,320.00	\$1,129.48	\$190.52	\$0.00	\$0.00	\$19,263.19
24	05-Mar-2011	Blended	\$1,320.00	\$1,157.45	\$162.65	\$0.00	\$0.00	\$18,105.74
25	05-Apr-2011	Blended	\$1,320.00	\$1,190.55	\$159.15	\$0.00	\$5,100.00	\$11,854.09
26	05-May-2011	Blended	\$1,320.00	\$1,212.82	\$107.16	\$0.00	\$0.00	\$10,642.07
27	05-Jun-2011	Blended	\$1,320.00	\$1,220.58	\$95.42	\$0.00	\$0.00	\$9,421.49
28	05-Jul-2011	Blended	\$1,320.00	\$1,234.82	\$85.18	\$0.00	\$0.00	\$8,186.67
29	05-Aug-2011	Blended	\$1,320.00	\$1,243.52	\$75.40	\$0.00	\$0.00	\$6,943.15
30	05-Sep-2011	Blended	\$1,320.00	\$1,255.13	\$64.87	\$0.00	\$0.00	\$5,688.02
31	05-Oct-2011	Blended	\$639.45	\$508.02	\$51.43	\$0.00	\$5,100.00	\$0.00

Schedule Total:		\$39,395.92	\$30,600.00	\$8,795.92	\$0.00	\$20,400.00	
Minimum Payment Includes:		Interest totaling \$0.00					

The above sample considers these stipulations:

1. FCF Program loan amount of \$51,000
2. Interest of 11% compounded monthly
3. Period Factor of 0.0091666667
4. Based on 365 days per year
5. Amortization period of 4 years
6. Actual payout period of 2 years, 6 months contribution
7. Monthly blended payments of \$1,320.00

Therefore, schedule indicates the following:

1. 10% FCF claims would be processed on the 9<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup> and 30<sup>th</sup> month
2. Client repays \$30,600 in principal and \$8,331.68 in interest
3. FCF program repays \$20,400 – representing 40% deferred
4. As per Schedule D(1) of this Agreement the 3<sup>rd</sup> and 4<sup>th</sup> claim may be processed together at the end of 30<sup>th</sup> month in order to maintain Claim per Program Loan per fiscal year requirement.

**SCHEDULE A – Appendix 3**

**LOAN DEFAULT PROCEDURE**

1. Pursuant to clause 23(b) of Schedule A: which states that if the provisions of this Agreement are fulfilled and the Borrower is in Loan Default, the Province guarantees to ANTCO forty percent (40%) of the Program Loan, minus any sum over sixty percent (60%) of the Program Loan which has been either paid by the Borrower or previously paid by the Province to ANTCO or obtained by ANTCO through Recovery, or both.

ANTCO will provide to the Province a rationale for the Loan Default payout.

ANTCO will provide to the Province a final accounting of the provincial guarantee to ANTCO containing the same information as the attached Loan Default Calculation.

2. Loan Default: Calculation of Provincial Contribution Guarantee.

Date:  
 Name of Borrower:  
 Program Lender:  
 Amount of Program Loan:  
 Disbursement Date:  
 Date of Default:  
 Total Amount of Principal paid:  
 Total Amount of Principal outstanding:  
 Total Amount of Interest paid:  
 Total Amount of Interest outstanding:  
 Date File Closed:  
 Amount written off by ANTCO:  
 Final calculation of Provincial Guarantee:

Example of Calculation

The calculation below contains the following figures as an example:

1. Maximum loan, including a one and a half percent (1.5%) Borrower's Fee, of seventy six thousand, five hundred dollars (\$76,125).
2. Principal repaid by Borrower twenty six thousand, five hundred dollars (\$26,500).
3. Recovery by Program Lender twenty thousand dollars (\$20,000).
4. FCF Contribution thirty thousand, and six hundred dollars (\$30,600).

**Calculation:**

A. 40% of Program Loan plus legal costs (Province):

FCF Contributions paid \$30,450 (A)

B. Calculation of Amount over 60% of Program Loan:

Principal Paid by Borrower	\$26,500
Fair Market Value of Recovery	\$20,000
Minus 60% of Program Loan	<u>\$(45,675)</u>
Subtotal	<u>\$ 825 (B)</u>
Total Guarantee to ANTCO (A) minus (B)	<u>\$29,625</u>

**SCHEDULE A - Appendix 4**

**EARLY PAYOUT PROCEDURE**

1. Pursuant to clause 23(e) of Schedule A which states that if the provisions of this Agreement are fulfilled and the Borrower has been approved for an Early Payout, the balance of the forty percent (40%) FCF Contribution can be paid to reduce the Program Loan amount due from the Borrower.

ANTCO will provide a written authorization and rationale for the Early Payout containing but not limited to the minimum information in the attached Early Payout Written Statement.

2. The general parameters for eligibility for Early Payout include:
  - a) A Program loan that is not less than one year old excepting only in extenuating circumstances excluding death;
  - b) Death;
  - c) Default;
  - d) Extreme financial distress;
  - e) Debt re-structuring that re-enforces the strength and longevity of a project;
  - f) Changes in the industry beyond the control of the client due to legislation and regulation;
  - g) The Early Payout does not become a windfall benefit to the client; and
  - h) Exceptional circumstances with the approval of the Province.
3. Early Payout Written Statement.

Date:  
Name of Borrower:  
Program Lender:  
Amount of Program Loan:  
Disbursement Date:  
Date of Approval for Early Payout:  
Total Amount of Principal paid:  
Total Amount of Principal outstanding:  
Total Amount of Interest paid:  
Total Amount of Interest outstanding:  
List of supporting documentation:  
Summary of circumstances and basis for eligibility:



**SCHEDULE B**

**1.0 PROGRAM ADMINISTRATION PAYMENTS**

The Province will pay the Recipient the sum of \$115,000 for program administration \$115,000 for the term of this agreement based on the payment schedule below. Payment is conditional upon satisfactory receipt of the documents required to ensure that the deliverables, as set out in Schedule A are met. Payment schedule is as follows:

Payment Schedule	Payment Amount
<p><i>Payment #1</i> shall be made to ANTCO on or after April 1, 2016 and upon receipt and acceptance by the Province of the following:</p> <ul style="list-style-type: none"> <li>ANTCO's annual activity plan in accordance with Schedule A – REPORTING, clause 1, of this Agreement.</li> </ul>	\$53,000
<p><i>Payment #2</i> shall be made to ANTCO upon receipt and acceptance by the Province of the following:</p> <ul style="list-style-type: none"> <li>Monthly Loan Program and Trust Account reporting in accordance with Schedule A of this Agreement; and Quarterly Loan application reporting, for the period April 1, 2016 to September 30, 2016.</li> </ul>	\$47,000
<p><i>Final payment</i> shall be made to ANTCO upon the receipt and acceptance by the Province of the following:</p> <ul style="list-style-type: none"> <li>Monthly Loan Program and Trust Account reporting in accordance with Schedule A of this Agreement; and Quarterly Loan application reporting, for the period October 1, 2016 to March 31, 2017</li> </ul> <p>ANTCO must also submit an audited financial statement to the Province for the fiscal year 2016/17. Audited financial statements must be received by September 30, 2016.</p> <p>Any future contributions by the Province under this project are conditional upon receipt of the above within the stated time period and the Recipient having complied with the terms and conditions of this agreement.</p>	\$15,000
<b>TOTAL</b>	<b>\$115,000</b>

**1.2** The total aggregate of this agreement shall not exceed \$115,000.

The All Nations Trust Company (ANTCO) is responsible for any Goods and Service Tax (GST), Provincial Sales Tax (PST) and any other charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.



**SCHEDULE C**  
**CRIMINAL RECORDS CHECKS**

The purpose of the *B.C. Criminal Records Review Act* (the "Act") is to help protect children from physical and sexual abuse. The legislation applies to all organizations that work with children and are operated, licensed or receive operating funds from the Provincial Government.

The Act makes a criminal record check mandatory for anyone who works with children. In the Act, "works with children" means:

*Working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation.*

The Act defines "child" as an individual under 19 years of age.

In consideration of the above, the Recipient will;

1. comply with all requirements and regulations of the Act;
2. ensure all new and existing employees, volunteers, sub-contractors comply with the Act including those who have previously completed a criminal records review check; and
3. maintain and make available to the Province, upon request, documentation showing that the criminal record check requirement, as set out in this Schedule, has been met.



**Schedule "D"**  
**Insurance**

1. All Nations Trust Company (ANTCO) shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Province.
  - 1.1 Automobile Liability on all vehicles owned, operated or licensed in the name of the Recipient, and if used for government business, in an amount not less than \$1,000,000.
  - 1.2 Comprehensive/Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage. The Province is to be an additional insured under this policy. Such insurance shall include, but not be limited to
    - Products and completed Operations Liability;
    - Owner's and Contractor's Protective Liability;
    - Blanket Written Contractor Liability;
    - Contingent Employer's Liability;
    - Personal Injury Liability;
    - Non-Owned Automobile Liability;
    - Cross Liability;
    - Employees as Additional Insured;
    - Broad Form Property Damage; and
    - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of the Province occupied by the Recipient.
2. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
3. The Recipient shall provide the Province with evidence of all required insurance prior to the commencement of the work or services. Such evidence shall be in the form of a completed Province of British Columbia Certificate of Insurance, duly signed by the Insurance Broker and the Insured. When requested by the Province, the Recipient shall provide certified copies of required policies.
4. All required insurance shall be endorsed to provide the province with 30 days advance written notice of cancellation or material change.
5. The Recipient hereby waives all rights of recourse against the Province with regard to damage to the Recipient's property.
6. The Recipient will comply with the *Workers' Compensation Act* legislation for the Province of British Columbia.




**SCHEDULE E**

Where necessary, All Nations Trust Company (ANTCO) will obtain the informed consent of all clients served under this agreement to allow provincial employees or designates access to personal information in All Nations Trust Company (ANTCO) client case files and all records printed or electronic related to this agreement for the purposes of contract monitoring, program evaluation and research purposes. All Nations Trust Company (ANTCO) will include the following declaration on their client forms to ensure consent:

"The personal information provided will be accessible to the service provider All Nations Trust Company (ANTCO) and service funder (the provincial government) for the purposes of service delivery, service monitoring, evaluation and research only. Any personal information supplied to either the service provider or service funder is considered confidential and will not be released to any third party without your written consent and will only be reported in aggregated data. Completion and submission of this application form implies consent to this access for such purposes."

Consent will be obtained at the time of application.



## **Bath, Lauren P ABR:EX**

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**From:** Burrage, Barbara CSNR:EX  
**Sent:** Tuesday, August 1, 2017 11:50 AM  
**To:** Bath, Lauren P ABR:EX  
**Subject:** FW: FOR APPROVAL: TP17-937 \$400k - ANTCO TP17SID081

Hi Lauren,

Per our conversation, here is Ranbir's approval.

Thanks,  
Barbara

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**From:** Parmar, Ranbir S CSNR:EX  
**Sent:** Friday, March 31, 2017 12:04 PM  
**To:** CSNR CSB HQ Transfer Payments CSNR:EX  
**Subject:** RE: FOR APPROVAL: TP17-937 \$400k - ANTCO TP17SID081

Ok to proceed as I am aware of this item and is to come from Ministry Operations Vote.

Can you re-flip me the agreement as I couldn't open that document. thanks.

---

**From:** CSNR CSB HQ Transfer Payments CSNR:EX  
**Sent:** Friday, March 31, 2017 12:03 PM  
**To:** Parmar, Ranbir S CSNR:EX  
**Cc:** CSNR CSB HQ Transfer Payments CSNR:EX  
**Subject:** FOR APPROVAL: TP17-937 \$400k - ANTCO TP17SID081  
**Importance:** High

Hi Ranbir,

Please find TP17-937 attached for your approval in the amount of \$400K payable to All Nations Trust Company,

Supporting documentation is attached,

Thanks,

Valerie Nelson  
Sr. Financial Analyst – Budgets - Corporate Financial Services  
Supporting the Ministry of Aboriginal Relations and Reconciliation

☎: (778) 698-3733 (work)  
[MARR Financial Website](#)

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**From:** Capsey, Nicole ABR:EX  
**Sent:** Friday, March 31, 2017 9:25 AM  
**To:** CSNR CSB HQ Transfer Payments CSNR:EX  
**Cc:** Bath, Lauren P ABR:EX  
**Subject:** FOR PAYMENT: \$400k - ANTCO

Hi, attached is the RGT and signed grant letter for processing the above noted payment.

Thanks,

**Nicole Capsey**

Manager, Finance and Administration | Fiscal Branch  
Phone 250-953-3075 | Cell 250-480-6683

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**From:** Berkhout, Juanita ABR:EX  
**Sent:** Friday, March 31, 2017 9:21 AM  
**To:** Capsey, Nicole ABR:EX  
**Cc:** Turner, Andrea ABR:EX; Bath, Lauren P ABR:EX  
**Subject:** RE: signed ANTCO letter

Approved.

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**From:** Capsey, Nicole ABR:EX  
**Sent:** Friday, March 31, 2017 8:32 AM  
**To:** Berkhout, Juanita ABR:EX  
**Cc:** Turner, Andrea ABR:EX; Bath, Lauren P ABR:EX  
**Subject:** RE: signed ANTCO letter  
**Importance:** High

Thanks Juanita, can you please approve as QR the payment of \$400k to ANTCO as per the attached grant letter?

**Nicole Capsey**

Manager, Finance and Administration | Fiscal Branch  
Phone 250-953-3075 | Cell 250-480-6683

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**From:** Berkhout, Juanita ABR:EX  
**Sent:** Thursday, March 30, 2017 3:00 PM  
**To:** Capsey, Nicole ABR:EX  
**Cc:** Turner, Andrea ABR:EX; Bath, Lauren P ABR:EX  
**Subject:** signed ANTCO letter

Hi Nicole,

Here is the signed ANTCO letter! Please process accordingly!

Thanks,  
J

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Withheld pursuant to/removed as

DUPLICATE