



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") dated this 3 day of December 2021

BETWEEN:

CATALYST PAPER CORPORATION

AND:

TSESHAHT FIRST NATION

BACKGROUND:

- A. The Tseshah First Nation ("**Tseshah**") has asserted certain aboriginal rights (which may include aboriginal title) as recognized and affirmed by section 35(1) of the *Constitution Act, 1982* to an area shown on the map attached hereto as Schedule A ("**Tseshah haahaaahuuli**[Territory]");
- B. Catalyst Paper Corporation ("**Catalyst**") owns and operates three pulp and paper mills in British Columbia, including the Port Alberni Mill located in Port Alberni, British Columbia (the "**Mill**");
- C. Catalyst recognizes the importance of building mutually beneficial relationships with Indigenous communities based on honesty and integrity, and in accordance with the principles set out in the statement "Our Commitment to Indigenous Peoples" a copy of which has previously been provided to Tseshah;
- D. Tseshah supports the principles outlined in United Nations Declaration on the Rights of Indigenous Peoples, BC's Declaration on the Rights of Indigenous Peoples (DRIPA), and the 94 Calls to Action from the Truth and Reconciliation Commission, in addition to the following vision statement provided under Tseshah's 2021-2025 Strategic Plan:

Tseshah First Nation is a unified, self-determining Nation, rooted in our teachings and ways of being, taking a proactive role to improve the health & well-being of our members and those yet unborn; strengthening our language & culture; and stewarding our haahaaahuuli. Living our culture.

E. Tseshahat and Catalyst (each a **"Party"** and together, the **"Parties"**) wish to develop a respectful, positive and mutually beneficial relationship based on recognition, consideration of Tseshahat's aboriginal rights, and open communication, in addition to the following Tseshahat principles and values:

Tseshahat Principles: ʔiisaak (respect for everyone and everything); hačatakin čawaak (everything is connected); and ʔuuʔaaʔluk (taking care of).

Tseshahat Values: unity; trust; balance; transparency; dedication; and respect.

1. DEVELOPMENT AND PRINCIPLES OF RELATIONSHIP

The Parties agree to cooperate and continue with the development of their current working relationship, in a mutually beneficial way to both Tseshahat and Catalyst.

In seeking to achieve the purposes of this MOU, the Parties agree to be guided by the following in the course of any communications arising from this MOU (the **"Discussions"**):

- (a) mutual understanding and the sharing of information;
- (b) respectful engagement;
- (c) respect for each other's interests and reasonable solutions;
- (d) discussions and negotiations in good faith;
- (e) commitment to efforts to reach a solution; and
- (f) open and timely communication.

Each Party acknowledges and agrees that nothing in this MOU obligates either Party to finalize or execute any definitive agreement, and the decision to enter into any such definitive agreement is at the sole discretion of a Party, made according to its own internal processes over which the other Party has no control.

2. OBJECTIVES OF MOU

In entering into this MOU, the Parties' common objective is to establish a long-term working relationship that will:

- (a) provide economic development opportunities for Tseshahat;
- (b) provide education and training for Tseshahat members;
- (c) foster the exchange of information, including historical information from Tseshahat to Catalyst about the location of the Mill site known as Nuupts' Ikapis; and
- (d) foster the stewardship of the Tseshahat haahaahuuŋi (territory),

while providing Catalyst with opportunities for securing supplies of fibre in connection with the Mill, and certainty associated with its operations.

3. CONFIDENTIALITY

Each Party acknowledges that in the course of engaging in the Discussions, one Party may receive confidential proprietary information from the other that is explicitly marked as "confidential" (the "**Confidential Information**").

The Parties agree that the Confidential Information will be treated as confidential, and that, without the prior written consent of the disclosing Party, a Party receiving the Confidential Information will not communicate or disclose the Confidential Information to any other persons (including for the Tseshah, its members, and for Catalyst, its shareholders) or utilize the Confidential Information for any purpose other than in the course of the Discussions, except: (a) as may be required by law; (b) where such information becomes generally known or available in the public domain, without a breach of this MOU; (c) as otherwise consented to in advance by the disclosing Party in writing; or (d) by either Party internally (in the case of Tseshah, to its Chief and Council and executive staff only) and with their respective legal counsel.

4. PUBLIC ANNOUNCEMENTS

The Parties will consult with each other before issuing any press release or making any other public announcement with respect to this MOU or the completion of any definitive agreement, and neither of them will issue any such press release or make any such public announcement or filing without the prior consent of the other, which consent will not be unreasonably withheld or delayed.

5. LEGAL EFFECT OF MOU

Except for the provisions of Section 3 concerning Confidential Information and Section 4 concerning public announcements, which are binding commitments of the Parties, this MOU is a non-binding expression of the current intentions of the Parties and does not otherwise obligate or bind either of the Parties.

6. GENERAL PROVISIONS

6.1 Term

This MOU is effective as of the date first written above, and, unless terminated in accordance with Section 6.2, will continue for an indefinite term. On or before the first 12-month anniversary of this MOU, Tseshah and Catalyst agree to meet and review the progress of the Parties' objectives listed in Section 2.

6.2 Termination

This MOU will terminate immediately upon execution by both Parties of a definitive reconciliation agreement, or by any Party providing 30 days' written notice to the other Party where such termination will be effective at the end of the 30-day notice period.

6.3 Survival

The obligations in Section 3 and Section 4 will survive the termination or expiry of this MOU.

6.4 Counterparts and Delivery by Email

This MOU may be executed in counterparts and delivered by one Party to the other in pdf form by electronic mail, each of which will constitute an original and all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF this MOU has been executed as of the day and year first written above.


Signed this 3RD day of DECEMBER 2021.

CATALYST PAPER CORPORATION



Walter Tarnowsky
Pt Alberni Mill General Manager

TSESHAHT FIRST NATION



Wahmeesh(Ken Watts)
Elected Chief Councillor

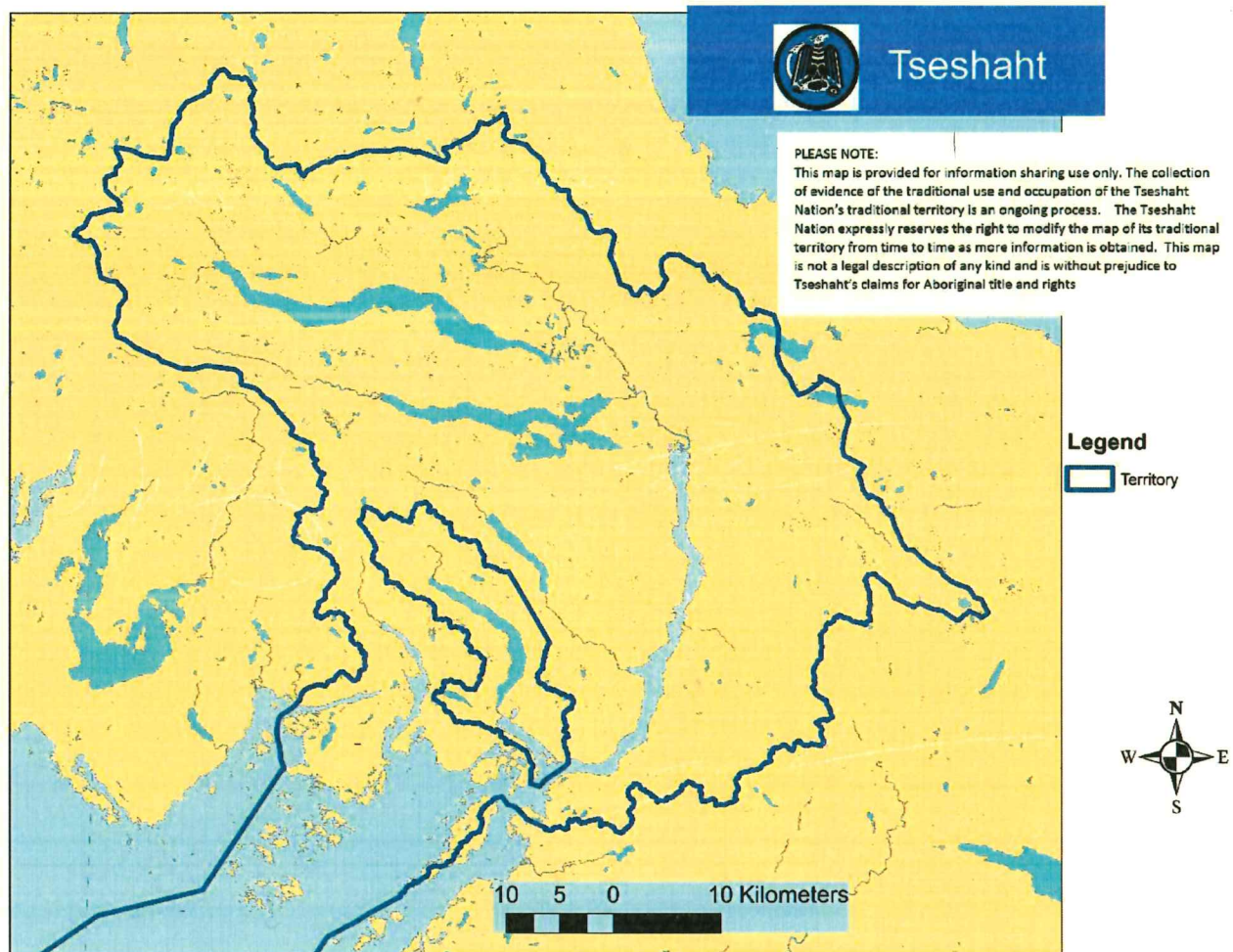
WITNESS

Name: 

Tseshah Ha'wilt(hereditary chief)

Schedule 'A'

Tseshaht ḥaah̓aah̓uuli(Territory)



dross nov 2020