

Ministry of Sustainable Resource Management

LICENCE OF OCCUPATION

COLUMBIA	
Licence No.:	File No.: 7408024
764455	Disposition No.: 828509

THIS AGREEMENT is dated for reference November 1, 2003 and is made under the Land Act.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

CANADIAN ADVENTURE COMPANY HOLDINGS LTD. Inc No. 0582471 RR1 Site 4 Comp 19

Tappen, BC V0E 2X0

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1 In this Agreement,
 - "Actual Client Value" means \$4.00 mechanized and \$1.00 non-mechanized for each Client Day in each year of the Term;
 - "Agreement" means this licence of occupation;
 - "Base Camp" means each base camp, if any, identified in the Management Plan;
 - "Client" means a person from whom you accept a fee to undertake a recreational activity set out in the Management Plan;
 - "Client Day" means each calendar day, or portion of a calendar day, that a Client is on the Land;

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- "Imencement Date" means November 1, 2003;
- "disposition" has the meaning given to it in the Land Act and includes a licence of occupation;
- "Estimated Client Days" means, where applicable, the number of Client Days you estimate for the first year of the Term as set out in writing to us prior to the Commencement Date;
- "Fees" means the fees set out in Article 3;
- "Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;
- "Intensive Use Site" means each Base Camp, Satellite Camp or other intensive use site, if any, identified in the Management Plan;
- "Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled "Legal Description Schedule":
 - All that unalienated and unencumbered Crown Land in the vicinity of MICA CREEK within CARIBOO DISTRICT.
 - except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*) and land covered by water;
- "Management Plan" means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;
- "Market Value of Intensive Use Sites" means the value of the Intensive Use Sites as determined, from time to time, by us in our sole discretion;
- "Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them and which you are liable to pay;
- "Satellite Camp" means each satellite camp, if any, identified in the Management Plan;
- "Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.	"Term" mean	the period	of time set	out in section	2.2:
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"us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as "the parties"; and

"you" or "your" refers to the Licensee.

- 1.2 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be

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obtained or a determination must be made, then you or we, as the case may be, will act remaining such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant to you a licence of occupation of the Land for Commercial Recreation Snowcat Skiing and Llama Hiking purposes as set out in the Management Plan and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

- 3.1 The fees for the Term are as follows:
 - (a) on the Commencement Date and each anniversary of the Commencement Date, you will pay to us a management fee of \$1,000.00;
 - (b) on the Commencement Date and on the first anniversary of the Commencement Date, you will pay to us the greater of the following amounts:
 - (i) \$4.00 mechanized and \$1.00 non-mechanized for each Estimated Client Day, or
 - (ii) \$500.00;
 - (c) on the second and each subsequent anniversary of the Commencement Date, you will pay to us the greater of the following amounts:
 - (i) \$4.00 mechanized and \$1.00 non-mechanized for each Client Day declared in the most recent statutory declaration you sent us under subsection 3.1(d), or
 - (ii) \$500.00;
 - (d) not later than 30 days following each anniversary of the Commencement Date, you will deliver to us a statutory declaration made by you declaring the number of Client Days

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during the year of the Term immediately preceding that anniversary of the Commencement Date, and, if the Actual Client Value exceeds the amount paid by you under paragraph 3.1(c), you will deliver to us the excess amount; and

- (e) on the Commencement Date and each anniversary of the Commencement Date, you will pay to us the greater of the following amounts:
 - (i) 7.5% of the Market Value of the Intensive Use Sites marked Type "A" on the Management Plan plus 4.5% of the Market Value of the Intensive Use Sites marked Type "B" on the Management Plan,
 - (ii) \$100.00 for each Satellite Camp plus \$500.00 for each Base Camp, or
 - (iii) \$500.00.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date, give written notice to you specifying the Market Value of the Intensive Use Sites and the amount payable by you under paragraph 3.1(e)(i).
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under paragraph 3.1(e)(i) for the year for which notice was not given to you will be the same as the Fees payable by you for the preceding year of the Term.
- 3.4 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under section 3.1 for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.
- 3.5 You must keep accurate written books and records in connection with this Agreement including written records of Client Days.
- 3.6 In the event that an audit of your books and records taken under Article 4 reveals that you have not paid to us all Fees owed to us under this Agreement, you will immediately pay to us the cost of that audit together with all outstanding Fees.

ARTICLE 4 - COVENANTS

- 4.1 You must
 - (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,

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- (ii) the Realty Taxes, and
- (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting your use and occupation of the Land and the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, make the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without

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(i) our prior written consent, and



- (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) not interfere with public access over the Land;
- (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records in connection with this Agreement;
- (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Agreement and all other matters related to this Agreement;
- (n) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (q) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (r) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,

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- (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

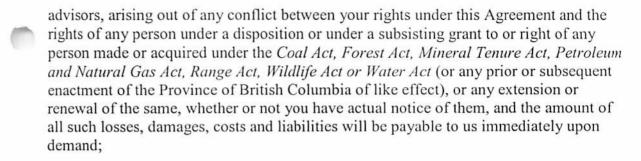
ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that
 - (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act*, *Forest Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act* or *Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (c) without limiting subsection 4.1(q), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional

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- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(r)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(r)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(r)(iii); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the

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Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$20,000.00 which will
 - (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
 - (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6	You must	
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- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance protecting us as an additional insured,
 - (i) Comprehensive/Commercial General Liability insurance in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements, and

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- (ii) Pollution Legal Liability insurance in an amount of not less than \$1,000,000.00 insuring against on-site clean up for new pollution conditions and third party claims for on-site or off-site property damage or bodily injury (including death);
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
 - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.
- 6.7 You acknowledge that we may, from time to time, notify you to
 - (a) change the amount of insurance set out in subsection 6.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

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- 7.1 Ye must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 1(4) of the *Company Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Waste Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

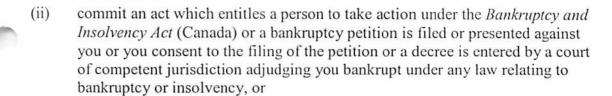
- 8.1 You agree with us that
 - (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if we cancel another disposition made to you for a purpose set out in the Management Plan, because of your default or failure under that disposition;
- (d) if you
 - become insolvent or make an assignment for the general benefit of your creditors,

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- (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
 - (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will attempt to 1	resolve the dispute wi	thin
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60 days of the dispute arising (or within such other time period agreed to by the parties) and, subset to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Prince George, British Columbia, and if we or our authorized representative have no office in Prince George, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Prince George, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

Land and Water British Columbia Inc. 455-1011 4th Ave Prince George, BC V2L 3H9;

to you

Canadian Adventure Company Holdings Ltd. RR1 Site 4 Comp 19 Tappen, BC V0E 2X0;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

10.2	In order to expedite the delivery of any notice required to be given by either party to the other
	, in the other

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a concurrent facsimile copy of any notice will, where possible, be provided to the other party by othing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.

10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicence, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicence, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
 - (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.

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11.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA by

Land and Water British Columbia Inc., authorized representative of the minister responsible for the *Land Act*

Authorized Signatory of

Land and Water British Columbia Inc.

SIGNED on behalf of CANADIAN ADVENTURE COMPANY HOLDINGS LTD.

by a duly authorized signatory

Authorized Signatory

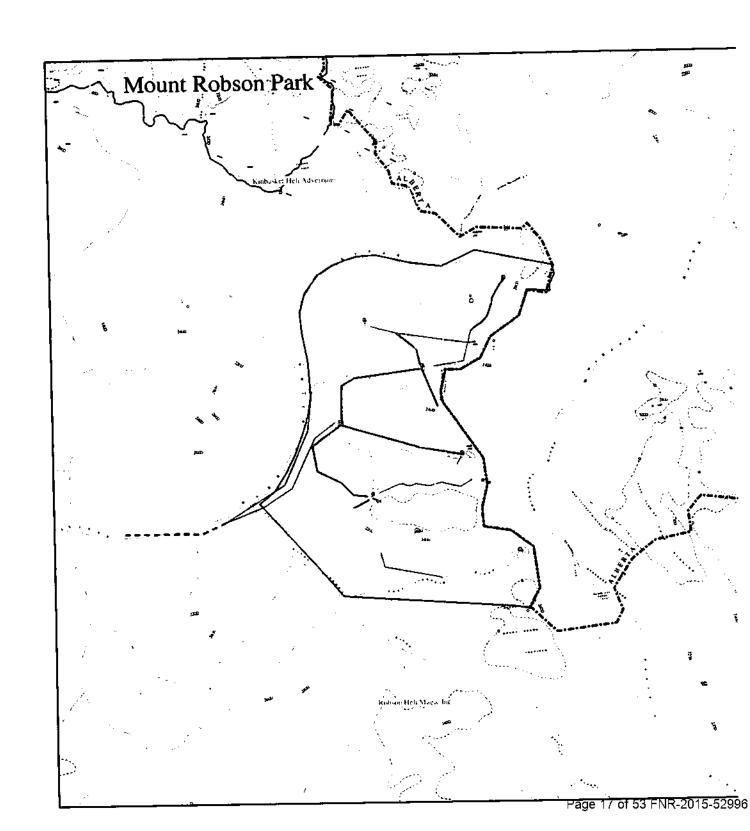
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LEGAL DESCRIPTION SCHEDULE

All that unalienated and unencumbered Crown Land in the vicinity of MICA CREEK within CARIBOO DISTRICT.



LWBC File: 7408024

Management Plan

for

CANADIAN ADVENTURE COMPANY HOLDINGS LTD. (herein called "CAC")

operating in an area CAC has named

"PUNCH BOWL"

Date: November 1, 2003

Prepared and abmitted by Canadian Adventure Company Holdings Ltd., per,

Derek McManus, President and CEO

This Management Plan has been approved by Land and Water British Columbia Inc., per

Signature

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1.0 Int uction

- 1.1 General Overview of Business Proposal
 - A. Description of the services and activities to be offered.

The mission of CAC is to provide safe, challenging, life enhancing, fun and luxurious adventures in a manner consistent with sound environmental management and stewardship.

The business of CAC is to build luxurious alpine lodges in remote, spectacular wilderness mountain settings, in British Columbia, suitable for the kind of winter and summer adventure vacations we provide, and to fill those lodges with adventure seekers from around the world.

The activities of CAC are snow-cat skiing and boarding in winter, and llama hiking in summer, all as detailed in this Management Plan.

- B. All services and activities are to be offered on Crown land.
- C. No services or activities are currently offered.
- D. The date of lodge construction and commencement of activities are detailed in paragraphs 4.1(c) and 5.0 respectively.
- E. CAC is asking for a 20 year License of Occupation of the extensive use areas detailed in the maps accompanying this Management Plan and for a 20 year Lease of the Intensive Use Site detailed in section 4 of this Management Plan.

1.2 Proponent

A. Experience, skills and qualifications.

1. McManus Family Owners and Operators. CAC is controlled by the McManus family. Except for share holdings of private investors in CAC, all shares of CAC will be owned by this family. This family will manage the first lodge. As other lodges are established, additional managers will be hired.

Derek McManus, President, President, CEO, and Founder

- President, co-founder and co-operator of Great Northern Snowcat Skiing Ltd, operating out of Trout Lake, B.C, from 1979 to 1986. Great Northern was

one of the three companies that started the snow-cat skiing industry in the world.

- active in the ski industry in various capacities since 1963.
- former member of the Lake Louise Ski School and Ski

Patrol.

- former member of the Canadian Ski Instructor's Alliance.
- extensive experience in back country winter and summer

touring.

- graduate of B.C.I.T. Avalanche Training course.
- graduate of basic first aid training.
- owner and operator of Shuswap Lake Haven Llamas and

Alpacas with extensive experience in the training and raising of llamas for breeding and hiking.

- extensive business and legal experience in 28 years private practice of law in Alberta and B.C.

Barbara McManus has extensive experience in the handling of llat, the operation of Shuswap Lake Haven Llamas and Alpacas, and in skiing. Her professional background is as a Social Worker with a BSc(Pysch).

Jason McManus has extensive experience in skiing and boarding, llamas, outdoor recreation, and first aid and rescue training having worked on the Silver Star, Vernon, ski patrol for several years. He very skilled in design and marketing on the internet. Through his experience in musical theater technical design and production he has become very skilled in facilitating large, multifaceted projects. He is currently finishing an undergraduate degree at UBC.

Paul McManus has extensive experience in skiing and boarding, llamas, and outdoor recreation. He is a member of the Canadian Ski Instructors Alliance and is studying for a Bachelor of Tourism university degree.

2. Consultants.

CAC has retained very experienced consultants and service providers in lands application, usage and stewardship; advertising and marketing; lodge construction and project management; and snow-cats purchase and operation. Given that this is a public document that could be read by our competitors, we prefer not to disclose the names of our advertising and marketing consultants, or our lodge constructions and project managers.

a. Lands Stewardship and Application.

CAC recognizes and welcomes the responsibility and stewardship that is associated with being granted licenses and leases by LWBC. To insure that CAC fulfills these responsibilities, and to assist with the LWBC application processes, CAC has retained Future Legacy Consulting Group, (herein called "Legacy") led by Roger Beardmore and David Kaegi. This team brings a broad range of experience to the kind of issues that become important in recreational land use license and lease applications, and the ongoing responsibilities in using and being stewards of the land and environment. Legacy is a versatile company with experience in protected area planning and management, environmental assessment, sustainable community economic development, land use issues, resource management, tourism and commercial/public recreation. Legacy offers a range of services to meet needs in project management, regional/area/site planning and development, tourism and recreation opportunity analysis, resource inventory and analysis, public consultation and facilitation, negotiation, training, media relations, as well as policy analysis, information research, synthesis and report writing. Legacy's experience ranges from the local level to international projects. Roger M. Beardmore, Hon.B.A., M.A.(Pl.) has over 29 years of professional experience in government and the private sector from across Canada. David Kaegi, B.A., H.B.O.R., MSC. Mr. Kaegi has broad experience in national and provincial park management and planning, wilderness-based tourism and development. He has lead many planning projects and has prepared numerous issue analyses, background reports, public consultation documents and management plans.

b. Advertising and Marketing.

One of the most critical, and yet most unpredictable, aspects of any business is the relationship between advertising and marketing initiatives, and resulting revenues. CAC's advertising and marketing consultant (herein called "AM Consultant") is led by a team that lives in and carries on business in BC. AM Consultant is an advertising, marketing and communications company with a proven record of adventure recreation success, and an enormous world wide network of adventure recreation business

contacts. AM Consultant is a unique strategic marketing company that specialises in the representation and proposition of adventure travel operators, guest ranches, ski lodges and wilderness resorts throughout Canada. The AM Consultant teams are headed by its owners, who bring more than three decades of marketing and public relations experience in Canada, the US and Europe.

c. Lodge Construction and Project Management.

The biggest single expenditure for CAC will be its lodge. It is critical that the construction be on budget, on time, and environmentally correct. CAC's Lodge Construction and Project Management Consultant (herein called "Lodge Consultant") is a project manager with a proven record of bringing projects in on time and on budget. Lodge Consultant is led by its owner who has been in the project and construction management business for over 30 years and has constructed facilities from Toronto to Vancouver, as well as in the United States, Europe and East Africa. The mainstream of its business is the complete management of construction projects. Lodge Consultant provides a full and comprehensive management service from conceptual development through detailed design, procurement, construction and commissioning of a facility. This role encompasses planning, permitting, property acquisition, design management, estimating, scheduling, cost control, contract administration and on-site construction supervision.

d. Snow-Cats.

The principals of CAC are familiar with all the major snow-cat manufacturers, and have experience in the operation and maintenance of all of them. CAC believes that the best snow-cats for its use are those of Bombardier Inc, who also have associations with passenger cabin builders who can produce the high quality cabin CAC desires. CAC has thoroughly discussed its plans with Bombardier, who will not just sell snow-cats to CAC but will also guide CAC on their safe, efficient and environmentally sound operation. More information about Bombardier can be obtained through their website, www.bombardier.com.

3. Guides

CAC will be a member of the British Columbia Helicopter and Snowcat Skiing Operators Association. This Association sets strict safety standards for operating a Snowcat and/or helicopter skiing/boarding area. CAC guides will be certified as required by this association and membership.

B. Incorporation. A copy of the certificate of incorporation of CAC is attached as Appendix 1.

2.0 General Description of Area

2.1 Location and Access

a. General geographic area.

The area applied for is north-east of Mica Creek, across the Columbia River, and is outlined in Appendices 2 and 3. An explanatory Key for the maps is Appendix 4.

CAC has named this area "PUNCH BOWL", and throughout this Management Plan, this area will be referred to as the "PUNCH BOWL AREA".

b. Location of base of operations.

The lodge detailed in section 4 is the base of operations, on crown land. Its location is marked on Appendices 2 and 3. This lodge will be supported by a business office located in Tappen, BC, on private land.

c. Special features or attributes of the Punch Bowl area.

The Punch Bowl area contains a rich diversity of aspect and grade. In the winter and diversity will provide access routes for our snowcats and a variety of ski and board terrain for our guests. In the summer this diversity will provide a variety of llama hiking experiences.

d. Access by clients

Consultant.

In both winter and summer, and included in the packages CAC will provide, clients will be bused to Mica Creek, and then flown by helicopter to the lodge. On request, clients may also be flown from Kelowna, Vernon, Kamloops, Revelstoke or Golden. Flight paths are shown on Appendices 2 and 3.

Flight paths will always tend to follow low ground and valley topography. This saves fuel, avoids unnecessary changes in elevation/air pressure for guests, and generally keeps the paths the furthest possible distance from higher elevation mountain goat terrain. All flight paths will be adjusted to accommodate wildlife concerns.

e. Access for lodge construction and ongoing supply.

Lodge construction will be under the direct supervision of the Lodge

Slocan Forest Products Ltd., with whom we have discussed our plans, has provided us with their Forest Development Plan Map 2001 - 2007. Slocan has already constructed a road 17 km up the Hugh Allan drainage, and plans to construct the road another 10 km up that drainage, to a point that is a very short distance from the proposed lodge location.

These various roads are marked on Appendices 2 and 3.

We have also contacted a barge company that services Mica Creek. This barge company can transport vehicles, supplies and equipment from Mica Creek, across the Columbia, to connect with the Slocan roads on the east side of the Columbia.

To construct the lodge, crews and materials will be driven as close as possible by road (and barge if through Mica Creek), and then flown by helicopter to the lodge site.

Ongoing supplies access would be by the same means that will be used for lodge construction.

Once Slocan Forest Products has constructed the 10 km extension mentioned above, it may be feasible for us to build a further extension that would provide a summer road to the lodge. We would apply for that extension in due course.

3.0 Commercial Recreational Activities Offered on Crown Land

- 3.1 Description of Activities.
 - a. All activities are guided
 - b. Snowcat skiing and boarding

Snow-cats are large, quiet vehicles designed to travel over snow. They are a familiar site at most lift ski and board resorts. Snow-cats also travel over untracked snow, and using multi-directional front end plows, they also have the ability to create roads in the snow for repeated use. When used for snow-cat skiing and boarding, they are equipped with heated and comfortable passenger cabins that can accommodate up to 15 guests. Some technical information includes: maximum speed, 9 mph; inside turning tadius of 0 ft (which makes them very maneuverable); maximum grade ability in soft snow about 22 degrees incline (which makes

them very adept at climbing in powder snow); maximum grade ability in hard packed snow uphill to 100%, and side hill 75% of uphill (which allows them to handle moderate terrain services by snow roads); ground pressure on the snow of about 1.0 PSI with cabin (which means that even in shallow snow they are not crushing flora). Their engine noise level is 82 decibels outside the cab. Although no snowmobiles manufacturers have responded to our requests for noise level information of snowmobiles, based on our own experience we are certain snowcats are significantly quieter.

In winter, guests will be transported by helicopter to CAC's mountain lodge. Each day, snow-cats are used to transport guests to the top of mountainous areas. With guides, guests then ski or board through powder snow and are picked up at the end of the run by the snow-cat. Most trips up take between 15 and 20 minutes. Lunch is provided on the mountain. At the end of the day, guests either ski, board, or ride the snowcat back to the lodge.

Snow-cat skiing originated in the Selkirk Mountains of B.C. in the late 1970's. Derek McManus, as President/owner/operator of another company, was instrumental in the development of the Canadian snow-cat skiing industry. In the last decade, hoarders have joined the powder enthusiasts.

Every skier and boarder dreams of drifting effortlessly down a deep powder slope, with a small group of friends, in a spectacular and remote mountain setting. CAC makes that dream a reality.

c. Llama hiking

Llamas are part of a family of animals that originated in North America, some migrating over the Aleutian Peninsula to become the camels of Asia, and some migrating to South America to become the South American camelids, from which the llama of today arose. It was the South American natives who saved the llama from the invading Spanish. Llamas have such an uncanny relationship with humans that the South American natives call them their "speechless friends". This characterization is quickly understood when you spend time with them, and experience their ease of handling and delightfully charming and curious personalities. They are as sure footed as a goat, can carry 90 lbs easily, are environmentally gentle, and eat 1/10th of what a horse consumes.

Llama hiking is 6500 years old. The South American natives domesticated these magnificent creatures that long ago in the high Andean Altiplano, utilizing them to carry a load. It is only in the last few years, however, that this ancient bonding of humans and llamas has emerged in North America in many forms, one of them being llama hiking.

In summer, CAC will use llamas for day and overnight hiking with its guests. Guests will be transported by helicopter to CAC's mountain lodges. Hikes begin and end at the lodge.

The opportunity to spend time with a llama, to experience its human connection, to take responsibility for it, to have it carry your load and pack, and to do all of this in a scenic mountain area, is the experience of CAC Llama hiking. It is a thrill to watch the bonds and rapport that develop - almost immediately - when you halter a llama and hand the lead to a guest.

d. Tour frequency

Guest's all-inclusive packages will vary, but are usually herween 3 and 7

days.

In winter, at full capacity, and with lodge capacity at 15 guests plus staff, CAC visconduct one snow-cat tour per day, 7 days a week, from mid December to mid April.

In summer, at full capacity, and with lodge capacity at 15 guests plus staff, CAC will conduct one llama hiking tour per day from the lodge, 7 days a week, from mid June to mid September. In addition, in summer, at full capacity, 16 guests will be on various over night llama hikes, 7 days a week, from mid June to September 7.

3.2. Improvements on extensive land areas.

We intend to leave the areas in their natural state, and as such very little construction or maintenance is required over the extensive areas. There may be some brushing of trails in lower elevations. Our snowcats are approximately 14 ft wide. As such, only minor amounts of timber needs to be cut to facilitate snowcat access in lower elevations. These snowcat access trails will be developed between March and September, 2005, beginning with those trails closest to the lodge. The exact sequence of trail development cannot be predicted, given that the speed of this work will depend upon the amount of cutting needed, and weather conditions. If any timber is to be cut by CAC, minimal as it will be, CAC will obtain a License to Cut.

Table of Activities

a. Table

Type of Activity	Guided	Unguided	Location (See Appendix 4 for Key to all map labeling and coloring)	Existing or Proposed	Period of Use
Snowcat skiing and boarding	Yes	Йо	Area, snowcat routes and runs, as marked on Appendix 3	Proposed.	Mid December to Mid April
Llama hiking	Yes	No	Trails marked on Appendix 3	Proposed	Mid June to Mid September

b. Additional Comments

Generally speaking, based on forest cover, glading, and snow conditions, most snowcat skiing and boarding runs will end at between 5,500 and 5,000 vertical feet. Most hiking activity will be above 5,500 vertical feet, to provide open landscapes and manageable travel.

4.0 Intensive Use Sites

4.1 Main Lodge

- a. The lodge is to provide accommodation for guests, staff and management. The lodge and other facilities, services and infrastructure listed below, are permanent.
- b. Public access to the lodge and lease area will need to be restricted by CAC for security, safety, and to maintain the intended experience for its clients. At the same time, infrequent visitors arriving by ski touring or walking will usually be welcomed in for refreshment.
 - c. There are no improvements currently on the lodge site.

The design and construction of the lodge and all related structures will be under the direct control of the Lodge Consultants, details for whom appear in section 1.2 above. Insuring that CAC abides by all building codes and other requirements of that nature will be the responsibility of the Lodge Consultants.

A general description of the lodge follows: 9,000 sq.ft.(811 sq meters); partial or full two story; post and beam on concrete pads; partial or no basement; insulated skirting; metal roof; cedar siding; patio deck at each guest room with door; wood burning fireplace: double occupancy guest rooms with private bathroom; areas include guest and staff rooms; common/recreation, reception, sitting, kitchen, extra washrooms, electrical/mechanical; first aid;

and retail; fire sprinklers; fuel oil fired furnace for heat; electrical by generators; water from nearby am source; septic sewage disposal.

Subject to adjustments for weather and snow pack, lodge construction will proceed as follows in 2005: Mobilize site, March 2 - 21; Site servicing, April 23 - June 1; Construct main lodge, May 21 - Oct 30; Construct out buildings, May 10 - June 7; Commissioning and start up, Nov 1 - Nov 7; Move & set up, Nov 13 - Dec 3.

d. Other facilities, services or infrastructure to be placed at the lodge site.

- i. Power. Two electrical generators will be on site; one in use, one as backup. A portion of heat can be recovered off the operating generators and pumped into the lodge. The generator fuel will be the same fuel oil as used for the lodge furnace.
- ii. Water. Water to the lodge will either gravity feed or be pumped from nearby streams. Appropriate water licenses will be obtained under the direction of the Lodge Consultants.
- iii. Sewage/gray water disposal will be by septic field or dry well, if soil percolation tests are satisfactory. Alternatives include chemical toilets and/or holding tanks that would be regularly emptied. We have contacted the local Health Unit and are familiar with the application process.
- iv. Garbage will be stored in sealed containers and flown out, or incinerated, regularly.
- v. Fuel storage tanks for the furnace, generators, and snowcats will be on site. These tanks will comply with all Ministry regulations and will be installed by the Lodge Consultants.
- vi. A weather station will be on site to record information for personal/guest information and for avalanche control/safety.

vii. Heliport.

viii. Llama paddock and shelter/hay storage facilities.

- e. The lodge will initially be designed to accommodate 15 guests plus staff; and to be expandable in the future to accommodate 30 guests plus staff.
- f. The food storage and preparation, and kitchen services will be inspected and regulated by the appropriate agencies, under the direct supervision of the Lodge Consultants.
- g. A Site Plan and Intensive Use Map for the Lodge and other facilities, services and infrastructure is in Appendix 5. Page 1 of Appendix 5 is the lodge area Site Plan. Page 2 of Appendix 5 is an Intensive Use Map for the lodge area.

h. Location.

The location of the lodge is marked on Appendix 3. The approximate references for this location are the following.

Latitude

Longitude

North 52 degrees 27.95 minutes

West 118 degrees 15.44 minutes

The exact location of the lodge will be identified by a British Columbia Land Surveyor as part of the Lease mentioned in paragraph 1.1 (E)..

i. Proximity to protected habitats e.g. Riparian zone, streams, water bodies streams from agency referrals. Any activities of CAC near protected habitats will be guided by "A Users Guide to Working In And Around Water", Regulation under British Columbia's Water Act. We have a copy of this Guide.

4.2 Summer Camp Sites

- a. These camps are intended as destinations for llama hiking tours. These sites are temporary, in that they will be used only during the summer tours.
 - b. Public access to these sites does not have to be restricted.
- c. There are no improvements currently on these sites. Rudimentary outhouses will be constructed, and biodegradable substances will be added to promote decomposition. These would be built in the spring preceding the first summer tours. No other improvements are intended.
 - d. No other facilities, services or infrastructure are to be placed on the sites.
 - e. The location of these campsites are marked on Appendix 3.
- f. Proximity to protected habitats e.g. Riparian zone, streams, water bodies. Any activities of CAC near protected habitats will be guided by WLAP's information about "works in and about a stream".

4.3 Caches

- a. These caches are of nonperishable food, emergency clothing, and shelter. These caches will be left in place year round.
- b. Public use is not intended, but could not be controlled. If emergency circumstances arose where they were needed by the public, CAC would not object, asking only to be notified and compensated for the items used.
- c. There are no improvements currently at these sites and no improvements are intended.
 - d. No other facilities, services or infrastructure are to be placed on the sites.
 - e. The location of these caches are marked on Appendix 3.
 - f. Caches will not affect protected habitats.

4.4 Radio Repeaters

- a. The Radio Repeaters are to facilitate radio traffic between guides, lodge, snowcats and helicopters. The repeaters will be left in place year round.
- b. Public use would need to be restricted, for security and to insure proper operation of the repeater. The locations are remote, and hard to reach, and are therefore probably safe from public interference.
- c. There are no improvements currently at this site. A small shelter would be constructed to house any equipment that needed protection. This shelter would be built during the construction of the lodge.
 - d. The location of radio repeaters is marked on Appendix 3.
 - e. Radio Repeaters will not affect protected habitats.
- f. CAC will apply for tenure of these locations under Land & Water B.C. Inc's Communications Sites Policy.

5.0 Levels	of Use						
Activi	Location	Actual Client Days (last yr)	Projected Client Days Nov 1/03- Oct 31/04	Projected Client Days Nov 1/04- Oct 31/05	Projected Client Days Nov 1/05- Oct 31/06	Projected Client Days Nov 1/06- Oct 31/07	Projected Client Days Nov 1/07- Oct 31/08
Snowcat skiing and boarding	Areas shown in Appendix 3	None	0	0	624	1,247	1,890 (Full capacity)
Llama Hiking	Areas shown in Appendix 3	None	0	0	929	1,857	2,814 (Full capacity)

6.0 Hazards and Safety Plan

6.1 Hazards

a. Inherent Hazards

All the tisks inherent in wilderness skiing and summer activities cannot be completely eliminated. Some elements of risk are more manageable than others.. Here are some of the most obvious inherent risks in each of CAC's activities:

i. Snowcat skiing and boarding: avalanches, obstacles, tree wells, crevasses, getting lost, weather, snowcat accident;

ii. Llama hiking: wildlife, getting lost, weather;

b. Potential site hazards.

Most avalanches occur on slopes over 20 degrees, either during or immediately after a snowfall. At the same time it must be remembered that avalanches can occur on virtually any slope, given the right conditions. Notwithstanding that general risk, the steepness and aspect of some slopes render them more likely to slide than others, and these are to be avoided in times of high risk.

The contours on the maps which are Appendices 2 and 3 show all very steep slopes and cliffs, and the maps also identify all glaciers.

c. Avoidance and Mitigation

Avalanche and cliff areas will be avoided. Glaciers will be carefully examined to avoid crevasses. Snowcat and guest routes will be well marked.

Wildlife will be avoided and left unmolested (more details are elsewhere in this Management Plan), hells will be carried in summer, garbage will be carried out, and food will be kept away from camps.

The safety steps referred to in section 6.2 serve to avoid and mitigate hazards.

6.2 Safety

a. Steps to insure safety of clients

At the commencement of their tour, each client will be briefed and trained on all inherent hazards, potential site hazards, avoidance and mitigation techniques, search and rescue procedures, first aid procedures, lodge fire protection, and safe behavior in and around

snowcats and helicopters. The purpose of these briefings and training is to help guests unders these hazards, help guests avoid the hazards, and to have guests participate with CAC in managing hazards to the fullest extent possible. Guests will come to understand the fact that hazards that cannot be eliminated exceed normal non-wilderness living and normal non-wilderness recreational skiing, boarding and hiking. Guest must accept this facts in writing before proceeding, by signing CAC's Guest Agreement.

Staff will be trained and updated regularly in all matters relating to hazards and safety, in levels of first aid appropriate for back country winter and summer recreation, and in accordance with the requirements of the BCHSSA. This will involve class room type training, and simulations. The template for this training will be the Operations Manual detailed below. All guides will be trained and certified as required by the BCHSSA.

Search and rescue plans and first aid procedures will be discussed in advance with outside agencies that may become involved (eg RCMP, other helicopter service companies, other commercial recreation operators, search and rescue organizations, hospitals).

Radio communications systems will exist for contact between guides, the lodge, helicopter, snow-cats, and the outside. These will meet the requirements of the BCHSSA.

Safety and emergency equipment, first aid supplies, and emergency rations will be carried by guides, stored at the lodge, stored on snow-cats, stored on helicopter, and cached.

Weather, snow stratigraphy and avalanche conditions will be monitored continuously by CAC guides, both in the areas of our activities and regionally through various reporting agencies. Based on this information, daily activities are planned to optimize safety and client enjoyment.

Wildlife activity will be monitored to increase avoidance.

b. Search and rescue plans and first aid procedures.

A composite Operations Manual will detail all matters relating to hazards, safety, search, rescue and first aid. This Manual will provide information and set procedures on the following items: maps of operating Punch Bowl area; map reference techniques; distribution of Manual on mountain, at the lodge, to staff and guides, and to outside parties and agencies (eg RCMP, other helicopter service companies, other commercial recreation operators, search and rescue organizations, hospitals); training and simulations; chain of command; Guest Briefing and Training; Guest Agreement; Avalanche Tranceivers; Radio; GPS, behavior around snow-cats; behavior around helicopters; safety, rescue, first aid equipment and rations at the lodge, in guide packs, in snow-cats, in helicopters, and in caches; location of caches; conduct in emergencies and accidents; record keeping (weather local and regional, snow stratigraphy, avalanche conditions and activity, wildlife activity); updating of Manual.

7.0 Impacts on Other Users

7.1. Public Use and Access

a. Uses that presently exist

Given that the Punch Bowl area is difficult to access, public recreation is minimal, if at all. This has been confirmed by correspondence from the Robson Valley Forest District.

b. Impact and Accommodation.

i. Hunting. Most of the hunting season will occur between the end of a CAC summer season and the beginning of a CAC winter season. As such we anticipate very little impact. To the extent there is an overlap of activities, CAC will not interfere with public hunting and will coordinate its activities with any members of the public in the Punch Bowl area for that purpose.

ii. Ski touring. CAC will not interfere with any public ski touring that might occur.

c. Contacts.

Given the minimal, if any, public interference, and the fact that CAC will not interfere with any hunting or ski touring use, no contacts have been made.

7.2. Resource/Industrial Interests

a. Timber Tenures

i. Name. Slocan Forest Products Ltd., Valemount Division., (Slocan) holds the timber tenure for areas within this application.

ii. Impact. CAC's proposals are not expected to have any impact on the activities of Slocan.

iii. Conflict minimizing strategies.

CAC will stay in periodic communication with Slocan as to its

general activity.

When using Hugh Allan Road, CAC vehicles will be in radio communication with Slocan vehicles.

If any timber is to be cut by CAC, minimal as it will be, CAC will obtain a License to Cut under the Forest Act.

We will work with local forest companies on Forest Development Plans, silviculture plans, any access issues, and the coordination of their activities and plans with our activities and plans.

We will be careful in plantations to ensure that our activities do not damage the leaders of regenerating trees.

iv. Consultations/Communications. CAC representatives have communicated with Slocan representatives. Slocan has provided CAC with a copy of their Forest Development Plan Map 2001-2007 for the Punch Bowl area.

b. Mineral Tenures

i. Names. CAC has examined the website maintained by BC Ministry of Energy and Mines, and from that website has determined that there are no mineral tenures in the Punch Bowl area.

ii. Impact. Not applicable.

iii. Conflict minimizing strategies. Not applicable at present. Should mineral tenures develop in the future in the Punch Bowl area, we will work with holders in a manner similar to the manner of our working with forest companies.

iv. Consultations/Communications. Not applicable.

c. Guide Outfitters.

WLAP has advised us that there are no Guide Outfitters in the Punch Bowl

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d. National Parks.

Jasper National Park is adjacent to the easterly boundary of the Punch Bowl area. The Park boundary will not be crossed.

e. Grazing of pack Ilamas. Although our pack Ilamas will naturally eat vegetation, their consumption is minimal. They consume 1/7 of what a horse consumes. Feed supplements will be carried for them on the trail and provided at the lodge. Hay will be stored at the lodge area for their consumption.

f. Trappers

- i.. Milton Balon, Valemont B.C.
- ii. We doubt that our activities will interfere with Mr. Balon. Notwithstanding this, we will communicate with him (and another trappers that may arrive) to insure that our respective activities can coexist.
 - iii. We have not contacted Mr. Balon.

7.3. Other Commercial or Public Recreation Interests

a. Commercial Recreation Operators

- i. Name. There are no Commercial Recreation Operators in the Punch Bowl area. Robson Helimagic Inc. holds a heli-ski License to the north and west of the Punch Bowl area. Kinbasket Heli-Adventures Inc. holds a heli-ski License to the south of the Punch Bowl area.
- ii. Impact. The activities applied for in this Management Plan do not conflict with the tenure of Rohson Helimagic Inc. or of Kinhasket Heli-Adventures Inc.
- iii. Conflict minimizing strategies. There are no conflicts. Although not a matter of conflict, CAC will cooperate fully with all helicopter operators in the vicinity of the Punch Bowl area to insure harmonious helicopter activity.
- iv. Consultations/Communications. Given that there are no conflicts, there has been no communication.

b. Public Recreation Interests

Given that the Punch Bowl area is difficult to access, public recreation is minimal, if at all. This has been confirmed by correspondence from the Robson Valley Forest District.

7.4. Land Planning Issues.

The Punch Bowl area is within the Robson Valley Land and Resource Management Plan, East Kinbasket RMZ G, which we have reviewed. Our approaches to dealing with the values identified in the Robson Valley RMP are outlined elsewhere in this Management Plan. Our use of the Punch Bowl area appears to be compatible with all aspects of the Robson Valley RMP.

We recognize that other such plans (either at the sub-regional or landscape scale) may happen in the future, and we commit to being active players in any future planning relevant to the Punch Bowl area.

8.0 Fish, Wildlife, and other Environmental Values

8.1 Introduction.

The Punch Bowl area falls within the Northern Park Ranges ecosection. Biogeoclimatic subzones are ESSF mm1 (Engelmann sprice-subalpine fir) in higher elevations, and the lower elevations are ICH mm (interior cedar-hemlock). The upper slopes of this zone are

dominated by spruce and alpine fir tree species. The lower areas are a mixture of Douglas-fir, lodgep pine, western red cedar, mountain hemlock and western white spruce with scattered clusters of white pine. A hand of short, slow-growing whitehark pine is found near alpine. This vegetation diversity promotes a diversity of wildlife.

CAC recognizes, as stated above, that it will become stewards of the Punch Bowl area. This is reflected, among other ways, by our mission statement, by the fact that we will retain experienced lodge consultants to minimize our energy consumption and lodge site impact, by the fact that we have retained land and environment consultants, and by the fact that our guides will be trained to minimize the environmental impact of our activities.

This information reflects discussions between CAC's land management consultants (Legacy/Beardmore, referred to above) and WLAP and other agencies, other investigations by CAC, and the information contained within the WLAP's Interim Environmental Management Guidelines. Given that these Guidelines are "Interim", we expect they will be adjusted over time as information and knowledge is increased. CAC commits to assist in acquiring information relevant to these Guidelines, and to work cooperatively as the Guidelines are adjusted.

8.2. General Approach to Fish, Wildlife and Environmental Values

a. Wildlife Habitats

CAC believes that its activities cause little alteration in habitat. Certainly the most significant habitat alteration will be the small number of trees associated with lodge site clearing, access roads, and glading. All such activities will require approval from LWBC, WLAP, and the Ministry of Forests.

b. Helicopter Flight Paths

CAC's helicopter activity is minimal; that is, from the staging area to the lodge. The basic path up the Hugh Allan drainage is marked on Appendix 3. This will be adjusted daily to manage any ongoing wildlife issues.

c. On Site Information

CAC recognizes that providing site and date specific wildlife sighting information to LWBC and to WLAP increases the ability of those agencies to manage wildlife resources. CAC commits to providing annual wildlife sighting information. This will include: date and time; location; weather; species; number; sex (if possible); behavior upon first sighting; responses to our presence using the index outlined in Penner (1988) (i.e. No Overt Response, Unconcerned Response, Curious Response, Concerned Response, Alarmed Response, Very Alarmed Response).

d. CAC's Wildlife Goals

CAC's commits to the following goals with respect to wildlife: that we observe wildlife from a distance that is comfortable for the wildlife, not convenient for us; that we adapt to the wildlife and not force the wildlife to adapt to us; that our commercial activities coexist with wildlife; and that wildlife come to recognize and accept us as a non-threatening event in their lives. If these goals were fully and perfectly achieved, it would mean that all wildlife sightings would be reported as either "No Overt", Unconcerned" or "Curious".

3.3. Key fish and wildlife values in the Punch Bowl area.

Appendix 6 is copies of the following documents and correspondence.

a. WLAP correspondence, spreadsheet and maps to Beardmore of July 15,

2002.

- b. Robson Valley Forest District Red and Blue Listed Animals from BC Specie plorer, July 12/02.
- c. BC Conservation Data Centre, Rare Element Occurrences, Hugh Allan Creek, July 2, 2002.
- d. Undated Caribou locations map for 2000, 2001, and 2002, from Dale Siep, Regional Wildlife Ecologist, for areas in and around Robson Valley Forest District.

Based on the information in Appendix 6, the key fish and wildlife values and issues in the Punch Bowl area are: (1) caribou, grizzly bear and bull trout in the summer and (2) mountain goat year round. The list of Red and Blue Listed Animals is in Appendix 6.

8.4. Details on sensitive species and habitats, their distribution, population size, etc. for proposed areas and for the area adjacent to those proposed areas

This information is in Appendix 6.

- 3.5. Affect of proposal on these values and measures to avoid (first to be considered), minimize or mitigate potential impacts.
- a. As mentioned above, CAC will abide by the Interim Management Guidelines published by WLAP as they apply to wildlife values in the Punch Bowl area.
- b. In Appendix 7 we have provided additional Wildlife Management proposals for caribou, grizzly bear, mountain goat, and using Llamas in backcountry.
- 8.6. Copies of correspondence or any other communications you have had with BC Environment staff. See Appendix 6.
 - 8.7. Description of wildlife sensitivity training for the guides and the clients.
- a. Guides will be trained in all aspects of our wildlife and vegetation responsibilities.
- b. At the start of their stay with CAC, clients will be briefed on CAC's Wildlife Management Goals and responsibilities, they will be briefed on key wildlife and vegetation issues for the Punch Bowl area, and instructed that they must cooperate with CAC in achieving those goals and meeting those responsibilities.

8.8 Plants

The Robson Valley Forest District Red and Blue Listed Plants List from BC Species Explorer, July 12/02 is in Appendix 8. CAC will maintain records of all sightings as part of our daily operations. These records will be forwarded to WLAP annually. Guides will be trained to identify these plants and to avoid any damage to these plants.

9.0 Cultural and Heritage Values

- 9.1. Archaeological Sites. The Robson Valley Land and Resource Management Plan. East Kinbasket RMZ G, states "The archaeological overview assessment conducted in 1995 has assigned a number of ratings, ranging from unproven to medium potential."
 - 9.2. Knowledge First Nations Activities

The Robson Valley Land and Resource Management Plan, East Kinbasket RMZ G, states: "There are no aboriginal sites identified in this resource management zone."

The BC Ministry of Energy and Mines website contains maps of First Nations activity and interests. We have examined those maps for all of the areas in Appendix 3, and find no First Nations interests or activities. The nearest First Nation interest is that of Ktunaxa - Kinbasket, and is further south than the Punch Bowl area of this application.

9.3. Discussions with First Nations
None.

10.0 Hazardous material and waste disposal handling

- 10.1 Fuel Spills. Obviously we will take all available precautions to avoid any spills. Should any occur, they will be cleaned up completely in a manner as specified by government regulation and policy.
- 10.2 Refueling areas. All fuel tanks will be above ground, regularly inspected, and installed and maintained according to all applicable regulations.
- 10.3. Human waste on the landscape. Rudimentary outhouses, using biodegradable decomposition enhancers, will be available at the summer camps mentioned above and will also be available for winter use.
- 10.4. Garbage handling. No garbage will be left on the landscape. All garbage will be stored in animal proof containers, and either removed to proper garbage disposal areas or incinerated.
- 10.5 Problem animal handling. Garbage will be kept away from the lodge and summer camps to minimize problems with animals. If problems persist, we will adjust our routes. If necessary, and with permission from WLAP, professional assistance would be hired to move the animal to a less problematic location.

- 11.0 Appendices

 1. py of ce py of certificate of incorporation for CAC 1.
- General Location and Access Map, NTS 1:250 83D 2.
- Punch Bowl Area Extensive Use Map 3.
- Key to Labeling and Coloring on Maps 4.
- Page 1, Site Plan (Development Map) for Lodge
 Page 2, Intensive Area Use Map for Lodge
 Fish, Wildlife, other Environmental Values Correspondence 5.
- ნ.
- Wildlife Management 7.
- Red and Blue Listed Plants 8.



Number: 582471

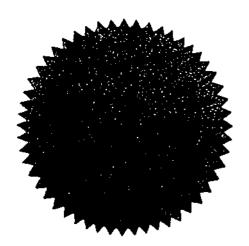
COMPANY ACT

CERTIFICATE OF INCORPORATION

I Hereby Certify that

CANADIAN ADVENTURE COMPANY HOLDINGS LTD.

has this day been incorporated under the Company Act

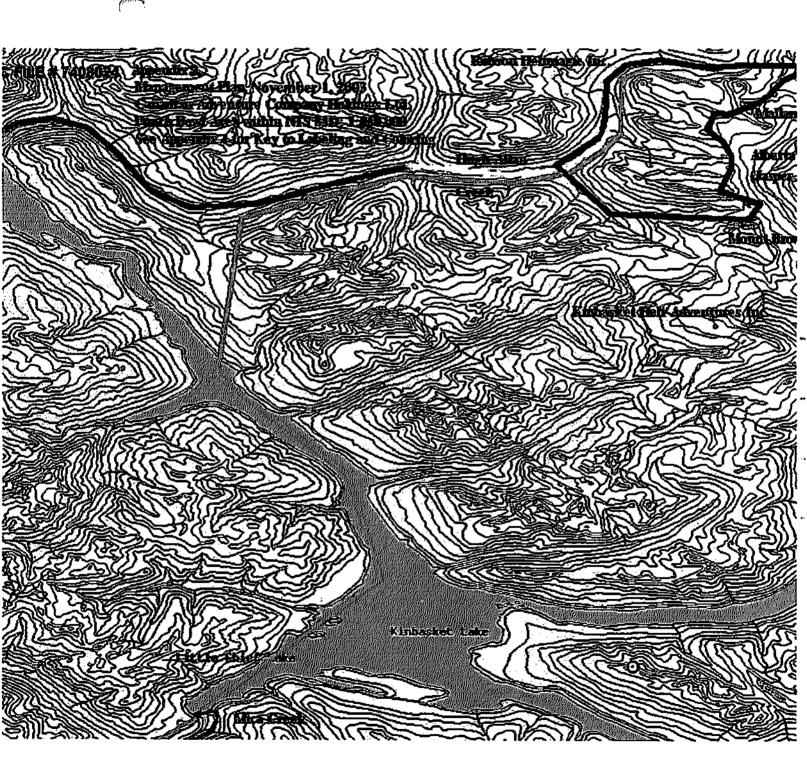


Issued under my hand at Victoria. British Columbia

on March 29, 1999

JOHN S. POWELL

Registrar of Companies
PROVINCE OF BRITISH COLUMBIA
CANADA



APPENDIX 4

MANATEMENT PLAN OF CANADIAN ADVENTURE COMPANY HOLDINGS LTD. PUNCE SOWL AREA

NOV 1, 2003

KEY TO MAP LABELLING

LABELLING ITEM

Lodge site Radio repeater Roads, dirt, actual Roads, dirt, proposed Mountain names

Punch Bowl Area outline Other tenure area outline

Other tenure name

Snowcat skiing/boarding runs

Snowcat routes

Helicopter flight paths Llama hiking trails

Caches Campsite Black capital L Black capital RR

Red line

Yellow line labelled RP Black capital letters Black line labelled PB Purple line labelled OT Black capital letters

Dark blue line labelled SB Pink line labelled SR Orange line labelled HP Light Green line labelled LH

Black capital C Black capital CS

APPENDIX 5 PAGE 1 OF 2 MANAGEMENT PLAN NOVEMBER 1, 2003 CANADIAN ADVENTURE COMPANY HOLDINGS LT PUNCH BOWL AREA LODGE AREA 6ITE PLAN SCALE 1:1000	TD. DEVELOPMENT MAP	North
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METERS		215 METER
GENERATORS 7 X 7		
FUEL 10 X 10		
	<u></u>	
	LODGE 16 X 50	
GARAGE 10 X 12		
	LLAMA AND HAY SHELTER	
	10 X 10	
	LLAMA PADDOCK 150 X 40	
	190 METERS	<u> </u>
No access roads. See paragraph 4.1(d)(i) No areas to be dredged or filled. No affecting water courses or physical fe Area is lightly forested alpine. Only minor Timelines are in paragraph 4.1(c).	ii) re water sources. natures. r clearing will be necessary. A License to Cut will be obtained.	•

APPENDIX 6



File: 58000-29-05

July 15, 2002

550 5th Street SE Salmon Arm, BC V1E 4G1

Dear Rodger Beardmore:

Re: BCR proposal in Hugh Allen

Attached is some resource information for the upper Hugh Allen watershed.

- A photo-copy of bull trout distribution. It is a bit crude in presentation, but can not get it posted. It illustrates that we know there are bull trout way up the Hugh Allen. As the attached caveat notes, do not be fooled by the pink dots indicating no bull trout. They only show none were detected.
- 2) Attached is a copy of the inventory report for goats from 1993. There are likely other inventory reports, many/some of which were done by the Columbia Basin Fish and Wildlife Compensation Program. You may want to touch bases with Larry Ingham in their Invermere office.
- 3) I was not able to get digital coverage of the goat areas we discussed. As this information arose from another BCR application, heli-skiing I believe, but talk to Dennis Butchart, the information should be available from BCAL (LWInc).

As noted on the phone, WLAP's primary wildlife issues will be with caribou, grizzly bear and bull trout in summer and mountain goat year-round.

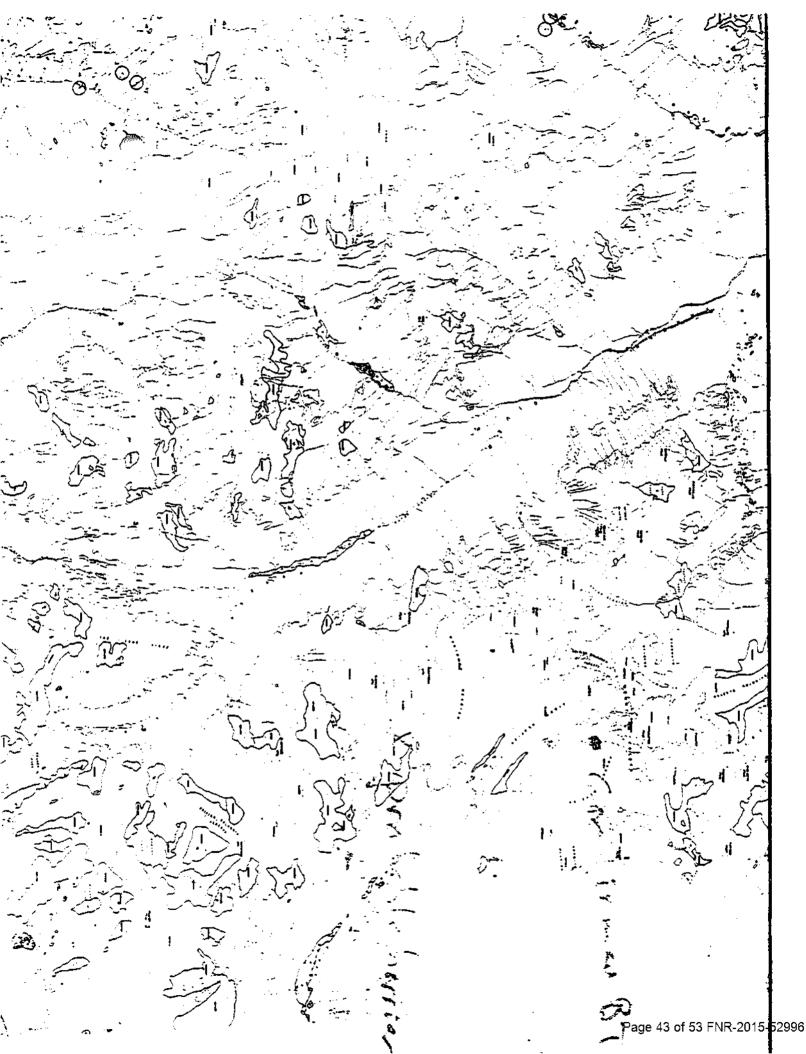
I hope this information is useful.

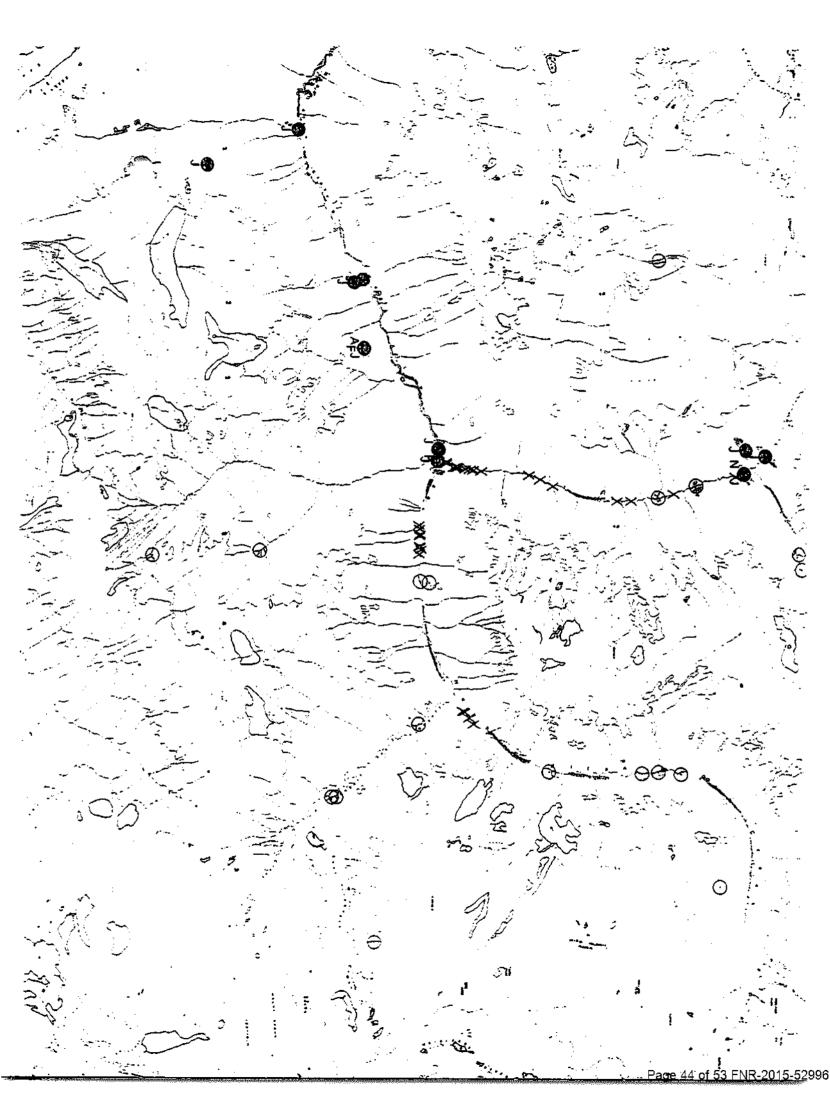
Yours truly,

Chris Ritchie

Ecosystems Section Head

Omineca Region

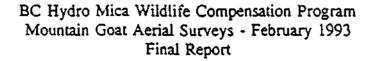




The fisheries information presented on these maps illustrates known Bull Trout distribution in the Robson Valley Forest District. The dots represent all sampling locations in all available data bases at the time of map creation. The blue dots represent sampling locations where bull trout were detected. The red dots represent sampling locations where no bull trout were found. The crosses are known or possible physical barriers to fish movement. These include falls or cascades identified from map or videography. The blue crosses represent known or very likely fish barriers. The red crosses represent possible fish barriers which require further field investigation to confirm.

Extrapolation on interpretations should be done cautiously. Known bull trout distribution extends from known buil trout locations (blue dot) to known barriers (blue crosses). Areas with numerous closely spaced known barriers (clusters of blue crosses) can be presumed to be non-fish bearing. However, areas between clusters CAN NOT be assumed to be non-fish bearing. These are priority candidate areas to confirm fish bearing status. Stream reaches above cluster also CAN NOT be assumed to be non-fish bearing.

Fisheries staff plan to interpret the available information and illustrate known and presumed bull trout distribution. This interpretation will be based on watershed characteristics, stream order, barriers distribution, and fish distribution. This "value added" map will help identify fish sensitive areas and priorities for future inventory.



By Chris Ritchie, Integrated Management Biologist Fish and Wildlife Branch, Northern Region

INTRODUCTION

The BC Hydro Mica Wildlife Compensation Program was established in 1990 as a condition of BC Hydro's water licence. The Program purpose is to conserve and enhance wildlife and wildlife habitat within the program area. One project recommended to the program was the reestablishment of a mountain goat population on Mt. Terry Fox, to increase wildlife viewing opportunities in the Program area. Mt. Terry Fox is currently designated as a provincial park and historically supported a small population of mountain goats. However, largely as a result of liberal hunting, and possible severe weather, the population was drastically reduced and may have been extirpated. The aerial surveys completed in 1993 were designed to help assess the feasibility of a mountain goat transplant, including locating possible donor population of mountain goats.

STUDY AREA

Mt. Terry Fox is located at the eastern extreme of the Robson Valley, approximately 15 km north of the village of Valemount and adjacent to the western border of Mt. Robson Provincial Park (Figure 1). The summit rises to 2638m above the Fraser and McLennan River valley floors at 758m. The mountain is a series of relatively flat topped ridges radiating from a central hub. The mountain is situated in the Northern Continental Ranges (NCR) ecosection. The mountain is covered primarily by the Alpine Tundra (AT) biogeoclimatic subzone with Englemann Spruce-Subalpine Fir Moist Rocky Mountain (ESSFo) subzone below 2000m.

In addition to Mt. Terry Fox, surveys were flown in the northern portion of the Malton Range and the Selwyn Range from Hugh Allen Creek to Yellowjacket Creek (Figure 1). Both of these areas are covered by the same biogeoclimatic zones as Mt. Terry Fox. The Selwyn Range is also in the NCR ecosection while the Malton Range is in the Northern Columbia Mountains (NCM) ecosection. The Malton Range is a largely linear and continuous mountain complex, with a series of peaks, notable Canoe Mountain and Mt. Thompson, rising to 2650m. The Selwyn Range is bisected by numerous creeks producing much more complicated terrain. Peaks rise to 2580m.

METHODS

The surveys were conducted in a Bell 206 helicopter charter from Yellowhead Helicopter Ltd. The survey team consisted of pilot, observer/navigator in front, observer/recorder and observer

in rear. The flight plan involved contour flying at 2,000 to 2,500m elevation, depending on terrain, attempting to total count animals. However, cloud cover precluded survey in some portions of the Selwyn Range. Where there was evidence of fresh tracks, these were followed in an all upt to locate animals. Information was collected regarding elevation, aspect, slope and habitat type for each location.

RESULTS

A total of 123 goats were observed during the two survey days when approximately 7.5 hours of flying occurred (Table 1). Mountain goat observations are charted on Figure 2 (Appendix 1). Ten goats were observed on Mt. Terry Fox, including 4 kids. In addition fresh tracks were observed in two areas on the northwest side of the complex, but no goat could be located. Ten goats, including 1 kid, were also observed in the vicinity of Mt. Thompson in the Malton Range. In that portion of the Selwyn Range surveyed, 103 goats were observed, of which 54 (52%) were observed in the Ptarmigan Creek drainage. Cloud cover prevented complete coverage of the Selwyn Range, but significant portions of the area survey were devoid of either goats or goat sign (ie tracks).

Table 1. Summary	of mountain	n goat survey	iata. Field	data is cor	ntained in	Appendix 1.
Location	Date	Survey time (hrs)	# of goats	# of groups	Mode Aspect	Mean Elevation
Mt. Terry Fox	2/8/93	1	10	2	s	8000
Malton Range	2/8/93	1	10	3	sw	8700
Selwyn Range	2/9/93	5.5	103	35	S	7750
Total			123	40		

DISCUSSION

The survey results from Mt. Terry Fox suggest that a mountain goat population may be reestablishing itself on the mountain. The goats observed during this survey, which included kids, indicate the area is being used by nursery groups. During a survey on July 15, 1992, 3 male goats were observed immediately south of the Park, but on the Mt. Terry Fox complex. These confirmed sighting combined with the track evidence, indicating more goats use the mountain, suggest that the recent absence of mountain goats may be over. If the commonly held view that goat numbers were reduced due to over-hunting is true, it is reasonable to expect a natural repopulation to occur. Mt. Terry Fox is bounded to the north, east and southeast by areas occupied by mountain goats. While northern goat populations are "isolated" by a valley containing the Fraser River and a transportation corridor, goats have been known to travel across the valley.

The natural process of repopulation apparently occurring at Mt. Terry Fox mitigates against undertaking a goat transplant. The goat numbers observed on the mountain are of a similar magnitude to those that successfully re-established a mountain goat population on Bullmoose Mountain south of Chetwynd. At Bullmoose Mountain 16 goats moved to the site in 1984 and 1985 remained on the mountain and the population is now estimated at 78 (Rob Woods, personal communication). While a transplant is no longer an immediate priority, it would be wise to continue to periodically monitor the Mt Terry Fox population. A early summer survey, after the kidding period, to census the goat population would provide an estimate of productivity (kid:nanny ratio), sex ratio and population estimate. This information would help assess the need for a future population augmentation.

The Malton Range was surveyed to assess the area as an alternate goat transplant site. Similar to Mt. Terry Fox, it has some potential to provide wildlife viewing opportunities. The 10 goats, including 2 kids, observed on the Range suggest the area has a reasonable number of goats. This assessment is tempered with the fact that this was a one time survey. Also the goats observed were in 3 groups all in the northern half of the Range. Thus, this mountain complex may be under-utilized.

The Selwyn Range was flown primarily to identify possible donor populations for future transplants. Based on this survey the only area with a local abundance of mountain goats is in the Ptarmigan Creek drainage. While a sex ratio was not determined, the drainage did have 10 kids indicating the area has a reasonable level of productivity. This local population could supply 3 to 6 goats for a transplant.

CONCLUSION

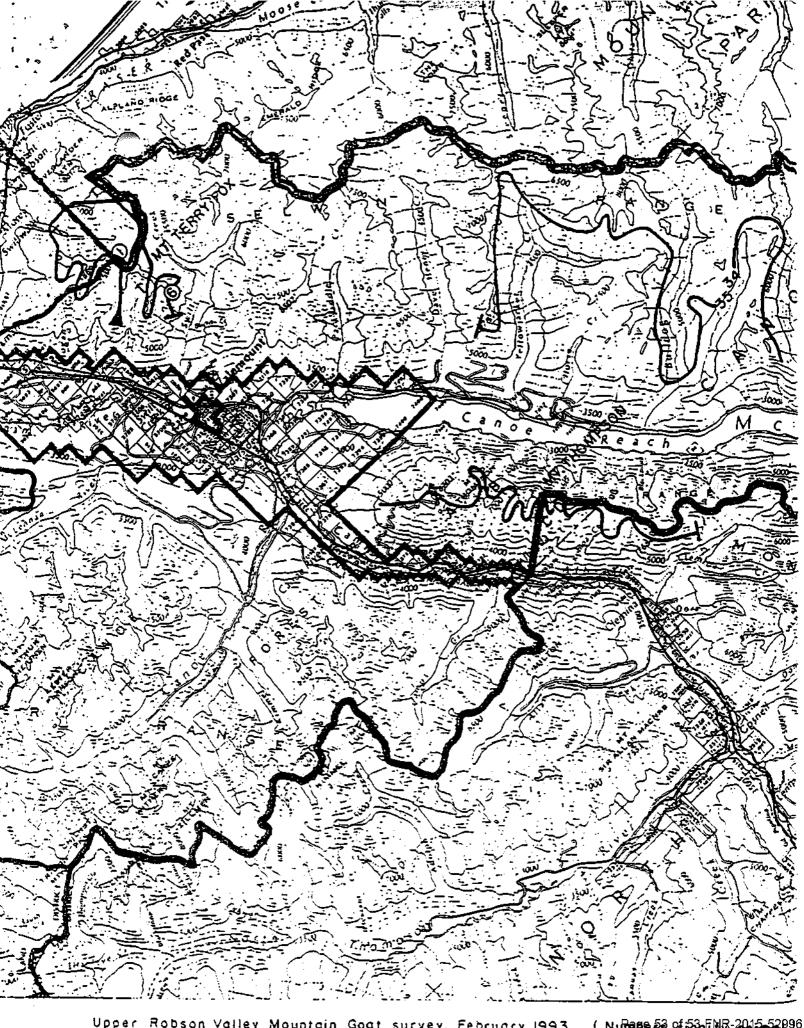
The mountain goat survey work completed in February 1993 indicates that goat populations appear to have a spotty distribution in mountainous terrain in the surveyed area. The survey did indicate that goats are naturally reoccupying Mt. Terry Fox, a trend that should be monitored. However, a mountain goat transplant does not seem necessary at this time. If wildlife viewing opportunities are an objective for goats on Mt. Terry Fox or Mt. Thompson or Canoe Mountain, further observation are needed to assess whether goats are using areas that provide for sightability. This could be done by a ground survey of routes or potential viewing positions to assess sight lines and then monitor use of the viewable areas.

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Upper Robson Valley Mountain Goat survey, February 1993. (Nullaseණ රුතුন් Ny-2017ans)