

PARK USE PERMIT

COMMERCIAL RECREATION

Park Use Permit No.: **102529**

This PERMIT is dated for reference November 1, 2011 and is made under the *Park Act*.

BETWEEN:

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

(the "Province")

AND:

**Whistler Heli Skiing Ltd.
4545 Blackcomb Way
Whistler BC V0N 1B4**

(the "Permittee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Permit,

"Client" means a person from whom you accept a fee to undertake a recreational activity set out in the Management Plan;

"Client Day" (or user day) means each calendar day, or portion of a calendar day, that a Client is on the Permit Area;

"Client Rate" means \$4.00 for each Client Day in each year of the Term;

"Commencement Date" means **November 1, 2011**;

"Diligent Use" means the responsible use of the Permit Area for guided adventure tourism activities carried out by the Permittee that meet the requirements identified in the approved Management Plan.

“Disposition” means a park use permit or resource use permit issued under the *Park Act* or other authorization made or acquired by which an interest in the Permit Area is disposed of or effected including subsisting grants to or rights of any person made or acquired under the *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act*, *Water Act*; or other applicable legislation;

“Expiration Date” means **October 31, 2016**;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Permit Area, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunneling, filling, grading or ditching of, in, on or under the Permit Area;

“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;

“Management Schedule” means the plan contained in the schedule attached to this Permit entitled “Management Plan Schedule”;

“Permit” means this Park Use Permit;

“Permit Area” means that part or those parts of the following described land shown outlined by bold line on the Legal Description Schedule, attached hereto and marked as Schedule “A”;

“Permit Fee” means the fees set out in Article 3;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Permit Area, the Improvements or both of them and which you are liable to pay under applicable laws;

“Regulations” means the regulations under the *Park Act*, which may be amended from time to time;

“Security” means the Security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Permittee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Permittee.

- 1.2 In this Permit, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Permit 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 Permit are for convenience only and do not define or in any way limit the scope or intent of this Permit.
- 1.4 This Permit 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 Permit, 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 Permit are enactments of the Province of British Columbia.

- 1.6 If any section of this Permit, 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 Permit will not be affected and this Permit will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Permit is an integral part of this Permit as if set out at length in the body of this Permit.
- 1.8 This Permit 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 Permit except as expressly set out in this Permit and this Permit 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 Permit.
- 1.10 All provisions of this Permit in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Permit.
- 1.11 Time is of the essence of this Permit.
- 1.12 Wherever this Permit provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Permit 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.
- 1.13 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Permit, we grant to you a Permit for **Mechanized Heli-Skiing** as set out in the Management Plan and you acknowledge that this Permit does not grant you exclusive use and occupancy of the Permit Area.
- 2.2 The term of this Permit commences on the Commencement Date and terminates on **October 31, 2016** or such earlier date provided for in this Permit.
- 2.3 After the **third** anniversary of the Commencement Date, you can, by notice in writing delivered to the Province, apply to us for a renewal of this Permit and, if we consider it appropriate, subject to the *Park Act* and provided that you are not in default under this Permit, we may in our sole discretion, renew this permit on terms and conditions considered appropriate by us.
- 2.4 Notwithstanding section 2.3 above, the Province will be under no obligation to renew, extend or renegotiate the terms of this Permit following its termination or expiration.

ARTICLE 3 - FEES

- 3.1 For each year of the Term, you will pay to us the fees prescribed by the Regulations in the manner and under the terms as set out in this article.

- 3.2 The Permittee must pay to the Province a minimum fee (the "Permit Fee") of **\$1,000.00 (plus applicable taxes)** prior to the Commencement Date and on each anniversary of the Commencement Date during the term of this Permit.
- 3.3 We have the right, in our sole discretion, during any year of the Term, to change the Permit Fee for the next year of the Term.
- 3.4 If we wish to change the Permit Fee for any year of the Term, we shall do so in accordance with the Regulations and our policies at the time applicable to your use of the Permit Area or Improvements under this Permit, and we shall use our best efforts to give you at least 18 months notification of any changes.
- 3.5 If we do not change the Permit Fee for any year of the Term, then the Permit Fee for that year will be the same as it was for the preceding year.
- 3.6 You must keep accurate written books and records in connection with this Permit including written records of Client Days.
- 3.7 In the event that an audit of your books and records taken under Article 5 reveals that you have not paid to us all fees owed to us under this Permit, you will immediately pay to us the cost of the audit together with all outstanding fees.
- 3.8 You are required to confirm your Client Days by submitting with your payment of fees a statutory declaration in a format provided to you by us.
- 3.9 You must pay interest to us on money payable by you and owing to us under this Permit, at the rate of interest prescribed by *the Financial Administration Act* in respect of money owing to us, which interest will be calculated from the date that the money becomes payable to us.
- 3.10 You must pay, and ensure that your Clients pay, all other applicable fees for the use of facilities and services in the Park as required under the *Park Act* and the Regulations.

ARTICLE 4 - MANAGEMENT PLAN

- 4.1 Despite any other provision of this Permit, we may revise the Management Plan and/or Management Schedule at any time, and from time to time, during the Term for any reason whatsoever provided we comply with the requirements of this Article 4. We may determine, in our sole discretion, whether there is reason to revise the Management Plan and/or the Management Schedule and the type and scope of the required revision. For the purpose of this Article 4, a revision to a Management Plan and/or Management Schedule may include any amendment, deletion, substitution or any other change whatsoever to the whole or any part of the Management Plan and/or Management Schedule and may include the specifications of any area that will no longer constitute a part of the Permit Area.
- 4.2 Subject to sections 4.3 and 4.4, the revision of a Management Plan and/or Management Schedule must be made in accordance with the following procedure:
- (a) we must give you written notice (an "Initial Notice") of the proposed revision which notice must set out in reasonable detail:
 - (i) the reason for the revision;
 - (ii) the particulars of the revision;
 - (iii) the effective date of the revision; and
- we must also specify in the Initial Notice a reasonable time period during which you may inform us of any comments or concerns that you have regarding the proposed revision;

- (b) following the time period specified in the Initial Notice we must deliver to you a written notice (a "Final Notice") advising whether we intend to proceed with the proposed revision as set out in the Initial Notice, and providing you with particulars of any changes to those matters dealt with in the Initial Notice; we must also specify in the Final Notice a reasonable time by which you may deliver to us a written notice (an Objection) setting out in reasonable detail any objections that you have in regard to the proposed revision;
 - (c) if you do not deliver an Objection within the time required the Management Plan and/or Management Schedule will be deemed to be amended as set out in the Final Notice;
 - (d) if you deliver an Objection to us within the time required the Objection will be reviewed by the director of regional operations (a "Senior Executive"). The Senior Executive may decide in his or her sole discretion whether the Final Notice should be varied in any respect and will inform you of this decision in writing. Upon the delivery of the Senior Executive's decision to you, the Management Plan and/or Management Schedule will be deemed to be revised as set out in the decision;
 - (e) unless you consent in writing or unless section 4.3 applies the effective date of a revision to a Management Plan and/or Management Schedule must not be sooner than one year after the date that the Final Notice is delivered to you or, if a decision has been made under section 4.2(d) then one year after the delivery to you of that decision.
- 4.3 If we determine that there are urgent circumstances that require a Management Plan and/or Management Schedule to be revised more quickly than the time allowed by section 4.2(e), which determination must, for greater certainty, be made by us acting reasonably, we must include with the Initial Notice reasonable particulars of such urgent circumstances and we may specify in the Initial Notice such shortened time period for revising the Management Plan and/or Management Schedule as we determine to be reasonable in the circumstances. For the purpose of this section 4.3 urgent circumstances include, without limitation, the need to respond to public safety concerns, significant environmental concerns, or any other decision by us under which it is determined to be necessary in the public interest to restrict access to the Permit Area or part of it.
- 4.4 This Article 4 does not preclude the parties from entering into any written agreement to vary the Management Plan and/or Management Schedule from time to time, but any such agreement will not limit the application of this Article to the Management Plan and/or Management Schedule as so amended, unless the other agreement expressly so provides.
- 4.5 You will not have any claim against us as a result of a revision of the Management Plan and/or Management Schedule including, without limitation, any claim for damages or any other claim for compensation for losses, costs or expenses, of any kind that you may suffer or incur as a result of a revision of the Management Plan and/or Management Schedule.
- 4.6 You will prepare updated or consolidated documents setting out the Management Plan for our approval if and when we so request.

ARTICLE 5 - COVENANTS

- 5.1 You must
- (a) pay, when due,
 - (i) the Permit Fees to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and

- (iii) all charges for electricity, gas, water and other utilities supplied to the Permit Area 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 Permit;
- (c) observe, abide by and comply with,
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Permit Area or Improvements, and
 - (ii) the provisions of this Permit;
- (d) in respect of the use of the Permit Area by you or by anyone you permit to use the Permit Area, keep the Permit Area and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Permit Area and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Permit Area or do anything on the Permit Area that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Permit Area;
- (f) use and occupy the Permit Area 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 Permit Area except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Permit Area except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Permit Area is made under the *Builders Lien Act* for work performed on or materials supplied to the Permit Area 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 Permit Area or any interest of yours under this Permit to sale or forfeiture;
- (j) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
- (k) not interfere with public access in or over the Permit Area or interfere with the activities or operations of any other person in the Permit Area;
- (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records that in our opinion relate to the information you are required to report or provide to us under this Permit;
- (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Permit and all other matters related to this Permit;
- (n) permit us, or our authorized representatives, to enter on the Permit Area at any time to inspect the Permit Area and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;

- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Permit Area and, upon discovering any archaeological material on or under the Permit Area, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) not misrepresent, in the Province's opinion, its rights under this Permit in any advertisement, sign, circular or pamphlet and not post or distribute anything in the Park which advertises anything that the Permittee is permitted to do under this Permit, without the prior consent of the Province;
- (q) permit us at all times to construct, repair, alter and maintain buildings, equipment, structures and Improvements upon the Permit Area;
- (r) 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 non-performance of a provision of this Permit, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Permit Area by virtue of your entry upon, use or occupation of the Permit Area,
 and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (s) on the termination of this Permit,
 - (i) peaceably quit and deliver to us possession of the Permit Area and, subject to paragraphs (ii), (iii), and (iv) the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Permit Area any Improvement you want to remove, if the Improvement was placed on or made to the Permit Area by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Permit Area,
 - (iii) not remove any Improvement from the Permit Area if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
 - (iv) remove from the Permit Area 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 Permit Area under another Disposition, and
 - (v) restore the surface of the Permit Area 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 Permit Area on which that Improvement is located,
 and all of your right, interest and estate in the Permit Area will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Permit;
- (t) pay for or repair, as determined by the Province, any damage caused to the property of the Province by you, your employees, agents, contractors or licensees;
- (u) ensure that your employees, agents, contractors, licensees and clients are familiar with

- (i) the *Park Act* and the Regulations and all other laws and regulations affecting the Park,
 - (ii) the terms of this Permit as they affect public conduct in the Permit Area, and
 - (iii) all natural hazards in the Permit Area;
 - (v) undertake and pay for the initial search for and rescue of its Clients;
 - (w) take all reasonable precautions in order to prevent and suppress fires in the Permit Area;
- 5.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 6 - LIMITATIONS

- 6.1 You agree with us that
- (a) we are under no obligation to provide access or services to the Permit Area or to maintain or improve existing access roads;
 - (b) this Permit is subject to all subsisting Dispositions, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (c) without limiting subsection 5.1(r), 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 advisors, arising out of any conflict between your rights under this Permit and the rights of any person under a Disposition, or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
 - (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 Permit and the rights of any person under a Disposition as referred to in subsection (c), and you acknowledge that this Permit and your rights under this Permit 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 Permit Area;
 - (f) you will make no claim for compensation, in damages or otherwise, in respect of a Disposition made under subsection (e);
 - (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 Permit 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 remove or permit the removal of any Improvement from the Permit Area except as expressly permitted or required under this Permit;
 - (i) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Permit, except where an Improvement may be removed under paragraphs 5.1(s)(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 Permit Area within the time period set out in paragraph 5.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(s)(iii); and

- (j) if, after the termination of this Permit, we permit you to remain in possession of the Permit Area 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 tenant only subject to all of the provisions of this Permit, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us Security in the amount of **\$10,000.00** which will:
 - (a) guarantee the performance of your obligations under this Permit;
 - (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 Permit.
- 7.2 Despite section 7.1, 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 Permit and all other Dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Permit that are not performed by you 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.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Permit, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 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 Permit;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.
- 7.6 You must
 - (a) without limiting your obligations or liabilities under this Permit, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) **Commercial General Liability** insurance in an amount of not less than five million dollars **\$5,000,000.00 inclusive per occurrence** insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Permit Area or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as an additional insured;

- (ii) **Aviation Liability** insurance on all aircraft operated or used in the performance of this Permit insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any *Canadian Aviation Regulation* and in any event not less than a per occurrence combined single limit of:
 - (i) \$3,000,000 for aircraft up to 5 passenger seats, or
 - (ii) \$3,000,000 plus \$1,000,000 for each additional passenger seat for aircraft up to 10 passenger seats, or
 - (iii) \$10,000,000 for aircraft over 10 passenger seats;
 and this insurance must:
 - (i) include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause;
- (iii) The Permittee will cause any Sub-contractor providing aviation services related to the Permittee's performance of this Permit to carry, and to provide evidence to the Province of their compliance with this requirement, Aviation Liability insurance on all aircraft operated or used in the performance of this Permit insuring against bodily injury, property damage, and passenger liability, in an amount not less than the limits of liability imposed by any *Canadian Aviation Regulation* and in any event not less than a per occurrence combined single limit of:
 - (i) \$3,000,000 for aircraft up to 5 passenger seats, or
 - (ii) \$3,000,000 plus \$1,000,000 for each additional passenger seat for aircraft up to 10 passenger seats, or
 - (iii) \$10,000,000 for aircraft over 10 passenger seats;
 and this insurance must:
 - (i) include the Province and the Permittee as additional insureds;
 - (ii) be endorsed to provide the Province and the Permittee with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause;
- (b) ensure that all insurance required to be maintained by you under this Permit is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of the Commencement Date of this Permit, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Permit, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

- (e) notwithstanding subsections (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies to be maintained by you under this Permit.
- 7.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 7.6(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 Permit;
- 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 Permit.
- 7.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Permit in your sole discretion.
- 7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

- 8.1 You must not sublicense, assign, mortgage or transfer this Permit, or permit any person to use or occupy the Permit Area, without our prior written consent, and a request for such consent will be assessed by us in accordance with applicable laws and policy at the time of the request and in the absence of applicable laws and policy consent will not be unreasonably withheld.
- 8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Permit.
- 8.3 Section 8.2 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.
- 8.4 Prior to considering a request for our consent under section 8.1, 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 *Environmental Management Act*) for the Permit Area or other similar type of investigation of the Permit Area.

ARTICLE 9 - TERMINATION

- 9.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Permit and your default or failure continues for 7 days after we give written notice of the default or failure to you, or
 - (ii) fail to observe, abide by and comply with the provisions of this Permit (other than the payment of any money payable by you under this Permit) 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 Permit Area for the purposes set out in this Permit, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if we cancel the Permit made to you for a purpose set out in the Management Plan because of your default or failure under the Permit;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (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 we require the Permit Area for our own use or, in our opinion, it is in the public interest to cancel this Permit and we have given you 30 days written notice of such requirement or opinion;
- (h) if the Permit Area is damaged or destroyed by any cause;
- (i) if the Park is closed by the Province;
- (j) if you have willfully misrepresented information:
 - (i) on the application form which led to the granting of this Permit; or
 - (ii) required to be provided under the terms and conditions of this Permit, or
- (k) if this Permit is taken in execution or attachment by any person;

this Permit will, at our option and with or without entry, terminate, and all of your rights to use and occupy the Permit Area will cease.

9.2 If the condition complained of (other than the payment of any money payable by you under this Permit) 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.

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Permit under section 9.1; and
- (b) our remedies under this article are in addition to those available to us at law or in equity.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in North Vancouver, British Columbia, and if we or our authorized representative have no office in North Vancouver, British Columbia, then our offices (or the offices of our authorized representative) that are closest to North Vancouver, British Columbia.
- 10.5 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 10.2.

ARTICLE 11 - NOTICE

- 11.1 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

Ministry of Forests, Lands
and Natural Resource Operations
PASB – Park Use Permits
PO Box 9371 Stn Prov Govt
Victoria BC V8W 9M3
Fax: 250-387-1695

to you

Whistler Heli Skiing Ltd.
4545 Blackcomb Way
Whistler BC V0N 1B4

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.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Permit will be effected by hand, courier or prepaid regular mail to the address specified in the notice requesting payment or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Permit will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Permit will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Permit, 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.
- 12.2 No remedy conferred upon or reserved to us under this Permit is exclusive of any other remedy in this Permit or provided by law, but that remedy will be in addition to all other remedies in this Permit or then existing at law, in equity or by statute.
- 12.3 The grant of a sublicense, assignment or transfer of this Permit does not release you from your obligation to observe and perform all the provisions of this Permit on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Permit.
- 12.4 This Permit extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 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 Permit, 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.
- 12.6 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 Permit Area or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Permit Area and the Improvements for the purposes set out in this Permit; and
 - (b) nothing in this Permit constitutes you as our agent, joint venture or partner or gives you any authority or power to bind us in any way.

- 12.7 This Permit 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 Permit as of the date of reference of this Permit.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Park Act*
or the minister's authorized representative



Minister responsible for the *Park Act*
or the minister's authorized representative

Brandin Schultz
Print Name

Regional Manager
Print Title

SCHEDULE "B"
MANAGEMENT PLAN SCHEDULE

FEE(S)

Protected Land: **Garibaldi Park**

Activities: Mechanized Skiing

Purpose: Commercial mechanized ski guiding - The use of a defined area to carry on commercial activities in which tracked vehicles, fixed wing planes or helicopters are used to guide or conduct ski excursions. Fee charged for this purpose is for each protected land.

Fee Description: \$1000 or \$4 per client day whichever is greater
Schedule K Ref: Part 4, Item 3

Fees:

Item	Number	Rate	Total
Minimum Fee	1	\$1,000.00	\$1,000.00
Sub Total (based on Fee Description above):			\$1,000.00
Sub Total:			\$1,000.00
Minimum Fee Required: (plus applicable taxes)			\$1,000.00

SPECIAL PROVISIONS

1. Purpose

This permit is issued to the Permittee **for the purpose of conducting mechanized heli-skiing guiding operations within the designated Permit Area.**

2. Permittee Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee:

Name: Mike Sadan
Address: 4545 Blackcomb Way, Whistler, BC, V0N 1B4
Telephone: (604) 905-3337
Fax: (604) 905-2070
Email: whistlerheliskiing@whistlerblackcomb.com

3. BC Parks Representative(s)

The Designated Representative must contact the Area Supervisor with any requirements or questions regarding this Park Use Permit:

Park, Protected Area or Conservancy Name	Area Supervisor	Phone	Email
Garibaldi Park	Chris Platz	(604) 898-3678 ext. 2235	Chris.Platz@gov.bc.ca

4. Reports

The Permittee shall provide Report(s) to the Province at the following address:

Ministry of Forests, Lands and
Natural Resource Operations
PASB – Park Use Permits
PO Box 9371 Stn Prov Govt
Victoria BC V8W 9M3
Fax: 250-387-1695

- (a) No later than sixty (60) days following the end of the operating season , the Permittee must provide an Annual Visitor Report, describing all trips taken into the Park and the areas utilized in the Park, trip dates, number of clients and the activities that took place.
- (b) In addition, the following reports must be submitted:
 - i. Wildlife sightings;
 - ii. Number of ski tourers registering their trip on the Whistler Heli Skiing Ltd. (WHS) website annually;
 - iii. Daily numbers of ski tourers sighted in the Permit Area;
 - iv. All accidents and near misses occurring in the Permit Area involving clients, WHS staff, aircraft or members of the public.

5. Annual Operating Meeting

At least sixty (60) days prior to the start of each operating season the Permittee will arrange for an annual operating meeting with the BC Parks Representative. The meeting will discuss (but need not be limited to) proposed number of clients, flight path information, names of key personnel for Permit communication purposes, any run modifications, user conflicts/complaints or proposed changes to the Management Plan.

6. Permit Area Inspection

Without limiting Article 5.1(n), the Permittee shall at their cost arrange for an annual inspection for one (1) or two (2) representatives of BC Parks to observe the Permit activities within the Permit Area. In the event of noncompliance with the terms and conditions of the Permit by the Permittee, the cost of re-inspection and examination by BC Parks of the Permit Area and Permit operations shall be the responsibility of the Permittee.

7. Explosives

The Permittee shall not use explosives within the Permit Area for avalanche control or any other reason.

8. Security

For greater clarity related to Article 7.1:

This Security will apply to all Park Use Permits issued under the authority of the *Park Act*, all licences or authorizations issued in Wildlife Management Areas designated under the *Wildlife Act* and all licences or leases issued under the *Land Act* to Whistler Heli Skiing Ltd. for heli-skiing purposes.